



REGULAR MEETING AGENDA

September 10, 2015 at 10:00 a.m.

**League of California Cities
1400 K Street, 3rd Floor, Sacramento, CA 95814**

Telephonic Locations:

420 Litho Street, Sausalito, CA 94965

County of Yuba
915 8th Street, Marysville, CA 95901

County of Butte
7 County Center Drive, Oroville, CA 95965

A. OPENING AND PROCEDURAL ITEMS

1. Roll Call.

_____ Larry Combs, Chair	_____ Tim Snellings, Member
_____ Kevin O'Rourke, Vice Chair	_____ Dan Mierzwa, Member
_____ Terry Schutten, Treasurer	_____ Ron Holly, Alt. Member
_____ Dan Harrison, Secretary	_____ Brian Moura, Alt. Member
_____ Irwin Bornstein, Member	
2. Consideration of the minutes of the August 20, 2015 Regular Meeting.
3. Consideration of the Consent Calendar
4. Public Comment.

B. ITEMS FOR CONSIDERATION

5. Consideration of the issuance of revenue bonds or other obligations to finance or refinance the following projects, the execution and delivery of related documents, and other related actions:
 - a. Butterfield Retirement, L.P. (Butterfield Retirement Residence), City of Morgan Hill, County of Santa Clara, up to \$23,000,000 in multi-family housing revenue bonds.

This ___ page agenda was posted at 1100 K Street, Sacramento, California on _____, 2015 at ___: ___ m, Signed _____. Please email signed page to info@cscda.org

6. Consideration of a Resolution Authorizing Amendments to Documents Related to the 2010 Gas Supply Variable Rate Revenue Bonds for the Sacramento Municipal Utility District (SMUD).
7. Consideration of PMC Scope of Work to build CSCDA Database.
8. Consideration of Sponsorship of the Council for Development Finance Agencies (CDFA) California Roundtable Conference in Sacramento, California.
9. Consideration of Resolution Ratifying and Confirming the Forms of Certain Documents to be Used in Connection with the Issuance of CSCDA Open PACE Limited Obligation Improvement Bonds.
10. Consideration of Agreement with PACE Funding for Services as an Administrator for CSCDA Open PACE Program.
11. Consideration of Resolution Amending the Forms of Certain Documents for the CSCDA CaliforniaFirst PACE Program.
12. Consideration of Resolution Authorizing Off Bill Collections for the CSCDA CaliforniaFirst PACE Program.
13. CaliforniaFIRST PACE Program and Federal Housing Administration (FHA) Statement Update.

C. STAFF ANNOUNCEMENTS, REPORTS ON ACTIVITIES OR REQUESTS

14. Executive Director Update.
15. Staff Updates.
16. Adjourn.

NEXT MEETING: Thursday, September 24, 2015 at 10:00 a.m.
California State Association of Counties
1100 K Street, 1st Floor, Sacramento, CA 95814

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

CONSENT CALENDAR

1. Consent Calendar

- a. Inducement of Triangle Terrace Affordable, L.P. (Triangle Terrace Apartments), City of Orange, County of Orange; issue up to \$14 million in multi-family housing revenue bonds.
- b. Inducement of Summer Field Community Partners, L.P. (Summer Field Apartments), City of Indio, County of Riverside; issue up to \$42 million in multi-family housing revenue bonds.
- c. David Taussig & Associates Invoice #'s: 1507127 (SCIP), 1507128 (Fancher Creek CFD), 1507147 (SCIP), 1507151 (Yucaipa CFD), 1507198 (Orinda Wilder CFD), 2014A Consolidated (SCIP).
- d. Willdan Financial Services Invoice #'s (SCIP): 010-28508, 010-28509, 010-28510.
- e. Stradling, Yocca Carlson & Rauth Invoices for Foreclosure Services in Connection with the SCIP Program: Sessions Foreclosure; City of East Palo Alto; Billman Foreclosure; Gray Foreclosure; Tiscornia Foreclosure.

September 10, 2015



TABLE OF CONTENTS SEPTEMBER 10, 2015

Item 2	August 20, 2015 Regular Meeting Minutes	Page 5
Item 3	Consent Calendar	Page 9
Item 6	SMUD Document Amendments	Page 32
Item 7	CSCDA Database Scope of Work	Page 37
Item 8	CDFA California Roundtable Sponsorship	Page 38
Item 9	Ratification of Open PACE Documents	Page 39
Item 10	PACE Funding Agreement	Page 43
Item 11	CaliforniaFirst Document Amendments	Page 67
Item 12	Authorizing Off Bill Collections	Page 82
Item 13	CaliforniaFirst Update	Page 96

**REGULAR MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
(CSCDA)**

California Association of Counties
1100 K Street, 1st Floor, Sacramento, California

August 20, 2015

MINUTES

Commissioner Dan Harrison called the meeting to order at 10:00 am.

1 Roll Call.

Commission members present: Terry Schutten and Dan Harrison. Kevin O'Rourke, Irwin Bornstein, Tim Snellings, Alternate commissioner Ron Holly (representing Dan Mierzwa), and Alternate commissioner Brian Moura (not voting because all City commissioners are present) participated by conference telephone.

CSCDA Executive Director, Catherine Bando was also present.

Others present included: Norman Coppinger and Perry Stottlemeyer, League of California Cities; Laura Labanieh, CSAC Finance Corporation; Jean Hurst, CSAC; and James Hamill, Bridge Strategic Partners. Greg Stepanicich and Tricia Ortiz, Richards Watson & Gershon; and Mimi Frusha, Renewable Funding participated by conference telephone.

2 Approval of the minutes of the August 6, 2015 regular meeting.

Commissioner Harrison pointed out three small errors in the minutes; there were no other comments. Accordingly, minutes for the August 6 meeting will be revised and distributed along with the minutes for today's meeting.

Motion to approve, subject to corrections, by Snellings; second by O'Rourke; unanimously approved by roll-call vote.

3 Public comment.

None.

4 Approval of the issuance of revenue bonds or other obligations to finance or refinance the following projects, the execution and delivery of related documents, and other related actions:

- a Cypress Cove Housing Associates, LP (Cypress Cove Apartments), City of Escondido, County of San Diego, up to \$35.3 million in multi-family housing revenue bonds.

Executive Director Bando Commission explained that the borrower, Community Housing Works (CHW), specializes in developing and operating affordable rental apartments throughout San Diego County, and has completed 35 projects consisting of more than 1,700 units. This project is for the acquisition and rehabilitation of nearly 200 units. As this project complies with CSCDA's general and issuance policies for unrated debt, Bando recommends approval.

Motion to approve Executive Director Bando's recommendation by Schutten; second by Holly; unanimously approved by roll-call vote.

- b Park Village Family Apartments, LP (Jasmine Garden Apartments), City of Compton, County of Los Angeles, up to \$26 million in multi-family housing revenue bonds.

Executive Director Bando Commission explained that the Commission approved a negotiated fee for a portion of this project during the last regular meeting on August 6. The project is being developed by ROEM Development Corporation, which has previously constructed or rehabilitated 25 multi-family and senior housing projects. This project relates to the acquisition and rehabilitation of a 164 unit housing facility on 13.12 acres in Compton. As this project complies with CSCDA's general and issuance policies for unrated debt, Bando recommends approval.

Motion to approve Executive Director Bando's recommendation by Schutten; second by Holly; unanimously approved by roll-call vote.

- c Creative Education Support Organization LLC (Team Charter School), City of Stockton, County of San Joaquin; up to \$10 million in nonprofit revenue bonds.

Executive Director Bando Commission explained that the borrower has requested the funds to finance the acquisition and improvement of certain public charter school facilities in Stockton. The facilities are occupied by Creative Child Care, Inc. (CCCI), which is committed to providing exemplary child development programs to more than 1,600 children in more than 36 locations throughout San Joaquin County. As this project complies with CSCDA's general and issuance policies for unrated debt, Bando recommends approval.

Motion to approve Executive Director Bando's recommendation by Holly; second by Schutten; unanimously approved by roll-call vote.

- 5 Approval of request by City of Folsom for a 75% share of carbon credits attributed to financings under Open PACE.

Executive Director Bando explained that the City of Folsom currently participates in a competing PACE program whereby they receive a 75% share of carbon credits attributed to financings under the established PACE program. In considering participation in the Open PACE market concept, the City would like to get the same deal they get from the established program for Open PACE financings in the City of Folsom. Bando explained there is no current investment value in the credits, but since CSCDA issues bonds through Open PACE for the benefit of member public agencies, it seems reasonable to award the credits to the member agency. Consequently, Bando recommends approval of the City of Folsom's request, but also ensure that the program administrators for Open PACE to continue to monitor the value of the carbon credits and report back to the Commission.

Motion to approve Executive Director Bando's recommendation by Schutten; second by Snellings; unanimously approved by roll-call vote.

- 6 Approval of consent and acknowledgment agreement in connection with services agreement between CSCDA and Renewable Funding LLC.

Executive Director Bando explained that Renewable Funding is entering into a financing agreement with Macquarie Investments US (Macquarie) that will allow Renewable Funding to meaningfully increase its activities as a PACE program administrator. As a result of the agreement, CSCDA must consent to have Macquarie close and fund the acquisition of PACE bonds in the event that Renewable Funding defaults under its agreement with Macquarie. Additionally, CSCDA must consent to the assignment to Macquarie of Renewable Funding's right to receive the program administration fee, project origination fee and any contractor reimbursements. CSCDA's General Counsel has reviewed and approved the consent and acknowledgement agreement as to form and content, and Bando recommends approval.

Motion to approve Executive Director Bando's recommendation by O'Rourke; second by Bornstein; unanimously approved by roll-call vote.

- 7 Approval of resolution authorizing increased bond issuance capacity in connection with CaliforniaFIRST PACE program.

Executive Director Bando explained that CaliforniaFIRST PACE is growing considerably and has issued more than \$40 million in PACE bonds. The Commission originally authorized the issuance of PACE bonds not to exceed \$50 million, so because the program is nearing that threshold, they are requesting the threshold be increased to \$150 million. Bando recommends approval of the increase.

Commissioner Harrison inquired as to why there is a limit. James Hamill explained that the threshold is in effect so that the program doesn't need to come before the board for approval of every issuance.

Commissioner Schutten shared that he has heard negative feedback regarding PACE programs from counties in the north. Discussion followed and it was shared that some PACE programs do not adequately disclose how the program works and how it's paid off upon the sale of the subject property, but this does not apply to CSCDA's PACE programs.

Motion to approve Executive Director Bando's recommendation by Snellings; second by Holly; unanimously approved by roll-call vote.

- 8 Approval of indemnification agreements for county tax roll collections.

Commissioner O'Rourke left the meeting at this point, so Alternate Commissioner Moura will represent Kevin O'Rourke for the remainder of the meeting.

Executive Director Bando explained that six counties which participate in CSCDA's PACE program have asked CSCDA to indemnify them for placing PACE-related assessments on the tax rolls. Bando further explained that an alternative to providing the indemnifications is for CSCDA to invoice for the assessments directly (this option being onerous). Because CSCDA is indemnified by Renewable Funding and AllianceNRG, it seems reasonable for CSCDA to indemnify the six counties. Based on the

limited exposure to CSCDA, Executive Director Bando recommends approval of the indemnifications, subject to General Counsel's review and approval.

Motion to approve Executive Director Bando's recommendation, and subject to General Counsel's review and approval, by Schutten; second by Snellings; unanimously approved by roll-call vote.

9 Approval of first amendment to Bridge Strategic Partners services agreement.

Executive Director Bando explained that this item relates to a drafting error in the original contract, and was not in Bridge Strategic Partners' (BSP) proposal. The contract improperly indicates BSP must contribute 5% of Issuance fees. Additionally, the contract currently provides BSP with complete control over the Reserve fund, but this amendment changes that. Bando recommends correcting the error in the contract to agree with the proposal that the Authority accepted.

Commissioner Harrison indicated the ad hoc committee on the program management relationship has reviewed this proposed amendment and after lots of discussion recommends approval of the amendment.

Motion to approve Executive Director Bando's recommendation by Schutten; second by Bornstein; unanimously approved by roll-call vote.

10 Executive Director update.

Executive Director Bando shared that on Monday, August 31, the program management ad hoc committee will be meeting with the League and CSAC to discuss the marketing efforts for CSCDA and how the Authority might respond regarding other emerging JPAs in California.

11 Staff updates.

James Hamill shared that in talking with the attorneys and underwriters, feedback is positive in that the transition appears to have been seamless, with projects closing on time without problem during the transition period.

Commissioner Bornstein commented that it would be helpful to include developer history with CSCDA, as well as project timetable information, in those cases where approval of financing is at issue.

12 Commissioner Harrison adjourned the meeting at 10:42 am.

Submitted by: Perry Stottlemeyer, League of California Cities staff

*The next regular meeting of the commission is scheduled for
Thursday, September 10, at 10:00 am
in the League of California Cities' office at 1400 K Street, 3rd Floor, Sacramento, California.*

RESOLUTION NO. 15H-__

**A RESOLUTION OF THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY SETTING
FORTH THE AUTHORITY'S OFFICIAL INTENT TO ISSUE
MULTIFAMILY HOUSING REVENUE BONDS TO UNDERTAKE
THE FINANCING OF VARIOUS MULTIFAMILY RENTAL
HOUSING PROJECTS AND RELATED ACTIONS**

WHEREAS, the Authority is authorized and empowered by the Title 1, Division 7, Chapter 5 of the California Government Code to issue mortgage revenue bonds pursuant to Part 5 (commencing with Section 52000) of the California Health and Safety Code (the "Act"), for the purpose of financing multifamily rental housing projects; and

WHEREAS, the borrowers identified in Exhibit A hereto and/or related entities (collectively, the "Borrowers") have requested that the Authority issue and sell multifamily housing revenue bonds (the "Bonds") pursuant to the Act for the purpose of financing the acquisition and rehabilitation or construction as set forth in Exhibit A, of certain multifamily rental housing developments identified in Exhibit A hereto (collectively, the "Projects"); and

WHEREAS, the Authority, in the course of assisting the Borrowers in financing the Projects, expects that the Borrowers have paid or may pay certain expenditures (the "Reimbursement Expenditures") in connection with the Projects within 60 days prior to the adoption of this Resolution and prior to the issuance of the Bonds for the purpose of financing costs associated with the Projects on a long-term basis; and

WHEREAS, Section 1.103-8(a)(5) and Section 1.150-2 of the Treasury Regulations require the Authority to declare its reasonable official intent to reimburse prior expenditures for the Projects with proceeds of a subsequent tax-exempt borrowing; and

WHEREAS, the Authority wishes to declare its intention to authorize the issuance of Bonds for the purpose of financing costs of the Projects (including reimbursement of the Reimbursement Expenditures, when so requested by the Borrower upon such terms and condition as may then be agreed upon by the Authority, the Borrower and the purchaser of the Bonds) in an aggregate principal amount not to exceed the amount with respect to each Project set forth in Exhibit A; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986 limits the amount of multifamily housing mortgage revenue bonds that may be issued on behalf of for-profit borrowers in any calendar year by entities within a state and authorizes the governor or the legislature of a state to provide the method of allocation within the state; and

WHEREAS, Chapter 11.8 of Division 1 of Title 2 of the California Government Code governs the allocation of the state ceiling among governmental units in the State of California having the authority to issue private activity bonds; and

WHEREAS, Section 8869.85 of the California Government Code requires a local agency desiring an allocation of the state ceiling to file an application with the California Debt Limit Allocation Committee (the "Committee") for such allocation, and the Committee has certain policies that are to be satisfied in connection with any such application;

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

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

Section 2. The Authority hereby determines that it is necessary and desirable to provide financing for the Projects (including reimbursement of the Reimbursement Expenditures) by the issuance and sale of Bonds pursuant to the Act, as shall be authorized by resolution of the Authority at a meeting to be held for such purpose, in aggregate principal amounts not to exceed the amounts set forth in Exhibit A. This action is taken expressly for the purpose of inducing the Borrowers to undertake the Projects, and nothing contained herein shall be construed to signify that the Projects comply with the planning, zoning, subdivision and building laws and ordinances applicable thereto or to suggest that the Authority or any program participant, officer or agent of the Authority will grant any such approval, consent or permit that may be required in connection with the acquisition and construction or rehabilitation of the Projects, or that the Authority will make any expenditures, incur any indebtedness, or proceed with the financing of the Project.

Section 3. This resolution is being adopted by the Authority for purposes of establishing compliance with the requirements of Section 1.103-8(a)(5) and Section 1.150-2 of the Treasury Regulations. In such regard, the Authority hereby declares its official intent to use proceeds of indebtedness to reimburse the Reimbursement Expenditures.

Section 4. The officers and/or the program managers of the Authority are hereby authorized and directed to apply to the Committee for an allocation from the state ceiling of private activity bonds to be issued by the Authority for each of the Projects in an amount not to exceed the amounts set forth in Exhibit A, and to take any and all other actions as may be necessary or appropriate in connection with such application, including but not limited to the payment of fees, the posting of deposits and the provision of certificates, and any such actions heretofore taken by such officers and program managers are hereby ratified, approved and confirmed.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this September 10, 2015.

The undersigned, an Authorized Signatory of the California Statewide Communities Development 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 September 10, 2015.

By: _____
Authorized Signatory

EXHIBIT A

Project Name	Project Location	Project Description (units)	New Construction/ Acquisition and Rehabilitation	Legal Name of initial owner/operator	Bond Amount
Triangle Terrace Apartments	City of Orange, County of Orange	75	Acquisition and Rehabilitation	Triangle Terrace Affordable, LP	\$14,000,000
Summer Field Apartments	City of Indio County of Riverside	268	Acquisition and Rehabilitation	Summer Field Community Partners, LP	\$42,000,000

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

James Hamill
Calif. Statewide Community Development
Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

July 31, 2015

Invoice No: 1507127

Project 15-00084.000 CSCDA/SCIP 2014B Administration (San Diego)

Dear Mr. Hamill,

This invoice is submitted for professional consulting services in association with the administration of the above-referenced Assessment District. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through July 31, 2015

Professional Fee

Total Professional Fee	6,100.00
Percent Complete	100.00
Total Earned	6,100.00
Previous Fee Billing	0.00
Current Fee Billing	6,100.00

Total Professional Fee

6,100.00

Total this Invoice

\$6,100.00

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

James Hamill
Calif. Statewide Community Development
Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

July 31, 2015

Invoice No: 1507128

Project 14-0006.000 CSCDA/CFD 2012-01 Admin

Dear Mr. Hamill,

This invoice is submitted for professional consulting services in association with the special tax administration of CFD No. 2012-01 (Fancher Creek) for Fiscal Year 14-15. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% PER MONTH WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through July 31, 2015

Professional Services

Managing Director

Perez, Nathan

		Hours	Rate	Amount
7/6/2015	Attention to edits to FY 15-16 STR Workbook, work with Mr. Wekwete on edits.	.75	230.00	172.50
7/7/2015	Attention to edits and finalization of STR worksheet and Staff Report to CSCDA (with Mr. Morgan's district).	1.25	230.00	287.50
7/8/2015	Attention to quick edits to IA 1/IA 3 split.	.25	230.00	57.50
7/24/2015	Attention to review of land use research with Mr. Hasan, finalization of parcel list and admin workbook, distribution.	2.88	230.00	662.40
7/31/2015	Attention to final review of submittal, work with County TC to enroll, review of legal/indemnification issues with Orrick and Mr. Hamill.	1.38	230.00	317.40

Vice President

Wekwete, Kudakwashe

7/1/2015	Admin Debrief.	.05	215.00	10.75
7/2/2015	Internal discussion regarding admin workbook.	.05	215.00	10.75
7/6/2015	Review of workbook. Admin meeting.	.13	215.00	27.95
7/8/2015	Admin Meeting.	.13	215.00	27.95
7/9/2015	Work with team on parcel research and workbook updates.	.34	215.00	73.10
7/10/2015	Additional work on parcel database. Follow up with County on necessary submittal data.	.13	215.00	27.95
7/13/2015	Internal meeting. Preparing workbooks.	.13	215.00	27.95

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

Project	14-0006.000	CSCDA/CFD 2012-01 Admin	Invoice	1507128
7/14/2015	Conversations with team regarding progress on workbook.	.13	215.00	27.95
7/15/2015	Additional work on parcel lists. Discussion with internal team.	.07	215.00	15.05
7/16/2015	Attention to work on parcel database. Internal discussions on enrollment.	.25	215.00	53.75
7/17/2015	Additional work on workbooks. Debrief with team.	.13	215.00	27.95
7/20/2015	Review of workbooks. Team debriefs.	.13	215.00	27.95
7/21/2015	Download/review of maps. Discussion with internal team.	.67	215.00	144.05
7/22/2015	Additional work with team on workbooks. Discussions with team.	.08	215.00	17.20
7/23/2015	Work to finalize parcel workbooks and permit checks.	.50	215.00	107.50
7/24/2015	Work on workbooks. Review of project information.	.13	215.00	27.95
7/27/2015	Verification of enrollment instructions. Internal discussion. Work on enrollment workbooks.	.25	215.00	53.75
7/28/2015	Workbook checks. Edits to model. Team meetings.	.25	215.00	53.75
7/29/2015	Additional workbook checks. Review of parcels and amounts. Internal discussion.	.05	215.00	10.75
7/30/2015	Continued work on enrollments. Team discussion on outstanding items.	.17	215.00	36.55
7/31/2015	Follow up with Counties. Review/Discussions regarding enrollments. Work on enrollment workbooks.	.13	215.00	27.95
Associate				
Wright, Kelly				
7/1/2015	Admin update meeting. Continued work on workbooks.	.20	160.00	32.00
7/2/2015	Continued work on workbooks.	.25	160.00	40.00
7/6/2015	Debrief with team regarding admin tasks this week.	.34	160.00	54.40
7/7/2015	Attention to work updating workbooks. Discussion with Mr. Wu.	.25	160.00	40.00
7/8/2015	Admin update meeting. Continued work on workbooks.	.10	160.00	16.00

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

Project	14-0006.000	CSCDA/CFD 2012-01 Admin	Invoice	1507128
7/9/2015	Continued work on workbooks.	.20	160.00	32.00
7/10/2015	Internal meeting with admin team.	.10	160.00	16.00
7/13/2015	Debrief with team regarding admin tasks this week. Parcel research.	.34	160.00	54.40
7/14/2015	Attention to work updating workbooks. Updates with Mr. Wu.	.50	160.00	80.00
7/15/2015	Admin update meeting. Continued work on workbooks.	.67	160.00	107.20
7/16/2015	Attention to continued work on workbooks.	.25	160.00	40.00
7/17/2015	Internal meeting with Admin Team. Attention to parcel map research.	.15	160.00	24.00
7/20/2015	Debrief with team regarding admin tasks this week. Discussion regarding workbooks and levy requirements.	.15	160.00	24.00
7/21/2015	Attention to work on updating workbooks. Discussions with Mr. Wu and Mr. Wekwete.	.20	160.00	32.00
7/22/2015	Admin update meeting. Continue to work on workbooks and researched parcel maps.	.15	160.00	24.00
7/23/2015	Attention to continued work on workbooks. Discussions with internal team regarding workbooks.	.20	160.00	32.00
7/24/2015	Internal meeting with Admin Team. Edits to levy workbook.	.15	160.00	24.00
7/27/2015	Debrief with team regarding admin tasks and submittals this week. Reviewed parcel lists and maps.	.37	160.00	59.20
7/28/2015	Attention to work on updating workbooks and reviewing submittal requirements. Discussions with Mr. Wu and Mr. Wekwete.	.20	160.00	32.00
Analyst Wu, Jian 7/2/2015	Attention to review of the montly account statements.	1.00	120.00	120.00

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

Project	14-0006.000	CSCDA/CFD 2012-01 Admin	Invoice	1507128
Fullenkamp, Alexander				
7/29/2015	Fresno County Roll for 2015-2016.	.25	120.00	30.00
Hasan, Nicholas				
7/24/2015	Attention to parcel research with Mr. Perez.	1.50	120.00	180.00
7/27/2015	Attention to continuing parcel research with Mr. Perez.	1.50	120.00	180.00
Totals		19.43	3,609.00	
Total this Invoice				\$3,609.00

Outstanding Invoices

Number	Date	Balance
1506055	6/30/2015	2,022.35
Total		2,022.35

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

James Hamill
California Statewide Communities
Development Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

July 31, 2015

Invoice No: 1507147

Project 15-00021.000

CSCDA/SCIP 2014B Administration (Placer)

Dear Mr. Hamill,

This invoice is submitted for professional consulting services in association with the administration of the above-referenced Assessment District. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through July 31, 2015

Professional Fee

Total Professional Fee	7,150.00
Percent Complete	100.00
Total Earned	7,150.00
Previous Fee Billing	0.00
Current Fee Billing	7,150.00

Total Professional Fee

7,150.00

Reimbursable Expenses

Postage/Delivery/Courier

.55

Total Reimbursables

.55

Total this Invoice

\$7,150.55

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

James Hamill
California Statewide Communities
Development Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

July 31, 2015

Invoice No: 1507148

Project 15-00023.000 CSCDA/SCIP 2014B Administration (San Joaquin)
Dear Mr. Hamill,

This invoice is submitted for professional consulting services in association with the administration of the above-referenced Assessment District. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through July 31, 2015

Professional Fee

Total Professional Fee	4,580.00
Percent Complete	100.00
Total Earned	4,580.00
Previous Fee Billing	0.00
Current Fee Billing	4,580.00

Total Professional Fee

4,580.00

Reimbursable Expenses

Postage/Delivery/Courier

.55

Total Reimbursables

.55

Total this Invoice

\$4,580.55

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

James Hamill
California Statewide Communities
Development Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

July 31, 2015

Invoice No: 1507151

Project 15-00031.000 CSCDA/Yucaipa Valley WD Admin 14-01

Dear Mr. Hamill,

This invoice is submitted for professional consulting services in association with the administration of the above-referenced Assessment District. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through July 31, 2015

Professional Fee

Total Professional Fee	12,500.00	
Percent Complete	100.00	
Total Earned	12,500.00	
Previous Fee Billing	0.00	
Current Fee Billing	12,500.00	
Total Professional Fee		12,500.00

Reimbursable Expenses

Data		6.31
Total Reimbursables		6.31

Total this Invoice	\$12,506.31
---------------------------	--------------------

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

James Hamill
California Statewide Communities
Development Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

July 31, 2015

Invoice No: 2014A -Consolidated

Dear Mr. Hamill,

This consolidated invoice is submitted for professional consulting services in association with the SCIP projects stated below. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Project	Lesser of T&M or Budget Max. Noted Below*	Percent Completed	Amount
Placer 2014A	\$5,530.00	100%	\$5,530.00
San Joaquin 2014A	\$4,835.00	100%	\$4,835.00

Total this Invoice \$10,365.00

*Full Invoices Available Upon Request

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

James Hamill
Calif. Statewide Community Development
Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

July 31, 2015

Invoice No: 1507198

Project 15-11980.000 CSCDA/Orinda Wilder Project-Admin

Dear Mr. Hamill,

This invoice is submitted for professional consulting services in association with the special tax administration of California Statewide Communities Development Authority CFD No. 2007-01 (Orinda Wilder Project) for fiscal year 2015-16. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% PER MONTH WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through July 31, 2015

Professional Services

Vice President

Morgan, Shayne

		Hours	Rate	Amount
7/1/2015	Reviewed Contra Costa County enrollment guidelines and deadlines, corres on refunding documents.	.88	185.00	162.80
7/2/2015	Reviewed financing materials for refunding, discussed prepayment and other inquires with Rajib, corres with G. Kim on suggested language for Continuing Disclosure report.	1.50	185.00	277.50
7/6/2015	Prepared prepayment model post refunding, prepared fiscal year 2015-16 administrative databases and special tax tables.	3.88	185.00	717.80
7/7/2015	Reconciled sources and uses and prepared fiscal year 2015-2016 annual costs, prepared fiscal year 2015-16 administrative database and special tax levy tables, corres with Rajib and J. Mar.	3.25	185.00	601.25
7/8/2015	Prepared fiscal year 2015-16 administrative databases and special tax levy report, discussed special tax revenues with Rajib and Jeannie.	3.75	185.00	693.75

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-480-0034

Project	15-11980.000	CSCDA/Orinda Wilder Project-Admin	Invoice	1507198
7/9/2015	Finalized fiscal year 2015-16 administrative databases and special tax levy report, updated staff report, distributed to J. Hamill and J. Penkower.	2.50	185.00	462.50
7/10/2015	Discussed levy for escaped City of Orinda maintenance component with R. Chowdhury.	.25	185.00	46.25
7/14/2015	Reviewed refunding closing memorandum, reviewed and corres with R. Chowdhury relating to special tax projections.	.75	185.00	138.75
7/15/2015	Corres on bond closing, answered property owner phone calls.	.25	185.00	46.25
7/16/2015	Delinquency management; prepared fiscal year end payment report and reviewed delinquency provisions set forth in Indenture.	1.25	185.00	231.25
7/20/2015	Reviewed commission agenda packet.	.25	185.00	46.25
7/28/2015	Prepared prepayment notice for APN 273-320-004.	.75	185.00	138.75
Totals		19.26		3,563.10
Additional Fees				
Out-of-pocket Expenses				106.89
Total Additional Fees				106.89
Total this Invoice				\$3,669.99

Delinquency Management Services

Attn:

James Hamill
California Statewide Communities Development Authority
1700 North Broadway Suite 405
Walnut Creek, CA 94596

Invoice #: 010-28508
Invoice Date: 8/31/15
Project: 101168
Phase #: 5015
Org: 30
Terms: Net 30 Days

INVOICE TOTAL DUE: \$136.47

FY 1415 Phase 2 DL SCIP Sonoma County AD 07-01

Batch #: 38,997
Batch Date: July 28, 2015

Applicable Fees

\$45.00 per Owner:

3 letters x 0.49 stamp = \$1.47

Subtotal: \$135.00
Postage: \$1.47

Subtotal Due: \$136.47

AD 07-01 (Sonoma)

Letters Sent	ActionType	Tax Years	District Total
3	Demand Letter	2014/15	\$135.00
	District Postage		\$1.47

Remit to:
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590

Delinquency Management Services

Attn:

James Hamill
California Statewide Communities Development Authority
1700 North Broadway Suite 405
Walnut Creek, CA 94596

Invoice #: 010-28509
Invoice Date: 8/31/15
Project: 101168
Phase #: 5015
Org: 30
Terms: Net 30 Days

INVOICE TOTAL DUE: \$45.49

FY 1415 Phase 2 DL SCIP Placer AD 05-01

Batch #: 38,998
Batch Date: July 28, 2015

Applicable Fees

\$45.00 per Parcel:

1 letter x 0.49 stamp = \$0.49

Subtotal: \$45.00
Postage: \$0.49

Subtotal Due: \$45.49**AD 05-01 (Placer)**

Letters Sent	ActionType	Tax Years	District Total
1	Demand Letter		\$45.00
	District Postage		\$0.49

Remit to:
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590

Delinquency Management Services

Attn:

James Hamill
California Statewide Communities Development Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

Invoice #: 010-28510
Invoice Date: 8/31/15
Project: 101168
Phase #: 5015
Org: 30
Terms: Net 30 Days

INVOICE TOTAL DUE: \$45.49

FY 1415 Phase 2 DL Contra Costa AD 03-01

Batch #: 39,003
Batch Date: July 29, 2015

Applicable Fees

\$45.00 per Parcel:

1 letter x 0.49 stamp = \$0.49

Subtotal: \$45.00
Postage: \$0.49

Subtotal Due: \$45.49**AD 03-01 (Contra Costa)**

Letters Sent	ActionType	Tax Years	District Total
1	Demand Letter		\$45.00
	District Postage		\$0.49

Remit to:
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

660 NEWPORT CENTER DRIVE, SUITE 1600
NEWPORT BEACH, CALIFORNIA 92660-6441

TELEPHONE (949) 725-4000

FAX NUMBER (949) 725-4100

CSCDA
2999 Oak Road
710
Walnut Creek, CA 94597

Date: 07/22/15
Client: 022846
0568

ATTN: Scott Carper, Program Manager

Balance from Previous Statement:	459.00
Balance Forward:	----- 459.00
Charges for Period Ending 06/30/15	
0019 SESSIONS FORECLOSURE / APN 114-460-090	2,035.10
Total Charges this Period:	2,035.10 -----
Balance Due:	2,494.10 =====

A DESCRIPTION OF THESE CHARGES IS SHOWN ON THE FOLLOWING PAGES

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

660 NEWPORT CENTER DRIVE, SUITE 1600

NEWPORT BEACH, CALIFORNIA 92660-6441

TELEPHONE (949) 725-4000

FAX NUMBER (949) 725-4100

CSCDA
2999 Oak Road
710
Walnut Creek, CA 94597

Date: 07/22/15
Client: 022846
0568

ATTN: Scott Carper, Program Manager

Balance from Previous Statement:	459.00

Balance Forward:	459.00
Charges for Period Ending 06/30/15	
0022 CITY OF EAST PALO ALTO / APN 114-450-030	2,254.60
Total Charges this Period:	2,254.60

Balance Due:	2,713.60
	=====

A DESCRIPTION OF THESE CHARGES IS SHOWN ON THE FOLLOWING PAGES

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

660 NEWPORT CENTER DRIVE, SUITE 1600

NEWPORT BEACH, CALIFORNIA 92660-6441

TELEPHONE (949) 725-4000

FAX NUMBER (949) 725-4100

CSCDA
2999 Oak Road
710
Walnut Creek, CA 94597

Date: 07/22/15
Client: 022846
0568

ATTN: Scott Carper, Program Manager

Balance from Previous Statement:	493.00

Balance Forward:	493.00
Charges for Period Ending 06/30/15	
0024 BILLMAN FORECLOSURE/APN 114-460-300	714.70
Total Charges this Period:	714.70

Balance Due:	1,207.70
	=====

A DESCRIPTION OF THESE CHARGES IS SHOWN ON THE FOLLOWING PAGES

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

660 NEWPORT CENTER DRIVE, SUITE 1600

NEWPORT BEACH, CALIFORNIA 92660-6441

TELEPHONE (949) 725-4000

FAX NUMBER (949) 725-4100

CSCDA
2999 Oak Road
710
Walnut Creek, CA 94597

Date: 07/22/15
Client: 022846
0568

ATTN: Scott Carper, Program Manager

Balance from Previous Statement:	493.00
Balance Forward:	----- 493.00
Charges for Period Ending 06/30/15	
0025 GRAY FORECLOSURE (AD 03-1 CONTRA COSTA)	934.50
Total Charges this Period:	934.50 -----
Balance Due:	1,427.50 =====

A DESCRIPTION OF THESE CHARGES IS SHOWN ON THE FOLLOWING PAGES

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

660 NEWPORT CENTER DRIVE, SUITE 1600

NEWPORT BEACH, CALIFORNIA 92660-6441

TELEPHONE (949) 725-4000

FAX NUMBER (949) 725-4100

CSCDA
2999 Oak Road
710
Walnut Creek, CA 94597

Date: 07/22/15
Client: 022846
0568

ATTN: Scott Carper, Program Manager

Balance from Previous Statement:	493.00
Balance Forward:	----- 493.00
Charges for Period Ending 06/30/15	
0026 TISCORNIA FORECLOSURE/APN 080-085-100	934.50
Total Charges this Period:	934.50 -----
Balance Due:	1,427.50 =====

A DESCRIPTION OF THESE CHARGES IS SHOWN ON THE FOLLOWING PAGES



Agenda Item No. 6

Agenda Report

DATE: September 10, 2015

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of a Resolution Authorizing Amendments to Documents Related to the 2010 Gas Supply Variable Rate Revenue Bonds for the Sacramento Municipal Utility District (SMUD).

EXECUTIVE SUMMARY:

In 2010, SMUD issued \$778,765,000 in Gas Supply Variable Rate Revenue Bonds. Since that time changes have occurred in regulations pertaining to certain capital requirements of the underwriter, RBC Capital Markets. SMUD is now requesting that CSCDA amend the original indenture, and convert the interest rate mechanism for the bonds from its current weekly interest rate mode to the Securities Industry and Financial Markets Association (SIFMA) term rate in order to minimize the effect of such regulatory changes.

The above-referenced regulatory changes are based upon the potential manipulation of index rates, and SIFMA has been viewed as the safest of such indexes. This change will also require SMUD and CSCDA to amend the Prepaid Gas Agreement, the Supply Agreement, the Operational Services Agreement, the Standby Bond Purchase Agreement and the Remarketing Agreement.

Orrick, Herrington & Sutcliffe as bond counsel and issuer counsel have reviewed and recommends the changes outlined above.

RECOMMENDED ACTION:

CSCDA's Executive Director recommends the approval of the attached resolution authorizing amendments to documents related to the 2010 SMUD Gas Supply Variable Rate Revenue Bonds.

ATTACHMENT 1

RESOLUTION NO. ____

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

**A RESOLUTION AUTHORIZING AMENDMENTS TO CERTAIN OF THE
DOCUMENTS RELATING TO THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY GAS SUPPLY VARIABLE
RATE REVENUE BONDS, SERIES 2010, AUTHORIZING THE CONVERSION
OF THE INTEREST RATE PERIOD FOR SUCH BONDS AND AUTHORIZING
OTHER MATTERS RELATING THERETO**

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”), a number of California cities, counties and special districts (each, a “Program Participant”) entered into a joint exercise of powers agreement (the “Agreement”) pursuant to which the California Statewide Communities Development Authority (the “Authority”) was organized;

WHEREAS, the Authority is authorized by its Agreement to issue bonds, notes or other evidences of indebtedness in order to acquire a supply of natural gas and to purchase, take title to and sell by installment sale or otherwise natural gas;

WHEREAS, the Sacramento Municipal Utility District, a political subdivision of the State of California, (“SMUD”) previously determined that it was desirable to acquire a long-term supply of natural gas and to finance such acquisition (the “Program”);

WHEREAS, SMUD previously requested the assistance of the Authority in financing the Program;

WHEREAS, to finance the Program, the Authority issued its Gas Supply Variable Rate Revenue Bonds, Series 2010 (the “Bonds”) under the Trust Indenture, dated as of October 1, 2010 (the “Original Indenture”), between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”);

WHEREAS, in connection with the issuance of the Bonds, the Authority also entered into the following documents, among others:

1. the Prepaid Natural Gas Purchase and Sale Agreement, dated as of October 1, 2010 (the “Prepaid Gas Agreement”), between the Authority and Royal Bank of Canada (the “Seller”);
2. the Natural Gas Supply Agreement (the “Supply Agreement”), between the Authority and SMUD;

3. the Operational Services Agreement, dated as of October 1, 2010 (the “Operational Services Agreement”), among the Authority, the District and the Seller;

4. the Standby Bond Purchase Agreement, dated as of October 1, 2015 (the “Standby Bond Purchase Agreement”), among the Trustee, the Authority and Royal Bank of Canada, as liquidity facility provider (the “Liquidity Facility Provider”); and

5. the Remarketing Agreement, dated as of October 1, 2010 (the “Remarketing Agreement”) between the Authority and RBC Capital Markets, LLC, as remarketing agent (the “Remarketing Agent”);

WHEREAS, due to changes in regulations applicable to certain capital requirements since the date of issuance of the Bonds, SMUD has requested that the Authority amend and restate the Original Indenture and convert the interest rate period for the Bonds from the Weekly Interest Rate Period to the SIFMA Term Rate Period in order to minimize the effect of such regulatory changes; and

WHEREAS, in connection with the amendment and restatement of the Original Indenture and the conversion of the interest rate period for the Bonds, SMUD has also requested that the Authority amend the Prepaid Gas Agreement, the Supply Agreement, the Operational Services Agreement, the Standby Bond Purchase Agreement and the Remarketing Agreement; and

WHEREAS, there have been made available to the Commissioners of the Authority the following documents:

1. a proposed form of Trust Indenture amending and restating the Original Indenture (the “Amended and Restated Indenture”), between the Authority and the Trustee;

2. a proposed form of First Amendment to Prepaid Natural Gas Purchase and Sale Agreement (the “First Amendment to Prepaid Gas Agreement”), between the Authority and the Seller;

3. a proposed form of First Amendment to Natural Gas Supply Agreement (the “First Amendment to Supply Agreement”), between the Authority and SMUD;

4. a proposed form of First Amendment to Operational Services Agreement (the “First Amendment to Operational Services Agreement”), among the Authority, SMUD and the Seller;

5. a proposed form of First Amendment to Standby Bond Purchase Agreement (the “First Amendment to Standby Bond Purchase Agreement”), among the Trustee, the Authority and the Liquidity Facility Provider; and

6. a proposed form of First Amendment to Remarketing Agreement (the “First Amendment to Remarketing Agreement”) between the Authority and the Remarketing Agent.

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The proposed forms of the Amended and Restated Indenture, First Amendment to Prepaid Gas Agreement, First Amendment to Supply Agreement, First Amendment to Operational Services Agreement, First Amendment to Standby Bond Purchase Agreement and First Amendment to Remarketing Agreement, as made available to the Commissioners, are hereby approved. The Chair of the Authority, any member of the Commission of the Authority and their administrative delegates duly authorized pursuant to Resolution No. 15R-11 of the Authority, adopted April 9, 2015 (each, an “Authorized Signatory”), each acting alone, are hereby authorized and directed, for and on behalf of the Authority, to execute and deliver such agreements in substantially said forms, with such changes and insertions therein as any member of the Commission, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 2. The conversion of the interest rate period for the Bonds from the Weekly Interest Rate Period to the SIFMA Term Rate Period in accordance with the Original Indenture and the Amended and Restated Indenture is hereby approved.

Section 3. The Chair, the Vice Chair, the Secretary, the Treasurer, any other members of the Commission of the Authority and other appropriate officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all documents, including, without limitation, any and all documents and certificates to be executed in connection with the conversion of the interest rate period for the Bonds from the Weekly Interest Rate Period to the SIFMA Term Rate Period, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Authority has approved in this Resolution and to consummate by the Authority the transactions contemplated by the documents approved hereby, including any subsequent amendments, waivers or consents entered into or given under or in accordance with such documents.

Section 4. All actions heretofore taken by the Chair, the Vice Chair, the Secretary, the Treasurer, the other members of the Commission of the Authority and other appropriate officers and agents of the Authority with respect to the actions which the Authority has approved in this Resolution and with respect to the transactions contemplated by the documents approved hereby are hereby ratified, confirmed and approved.

Section 5. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 10th day of September, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO 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 September 10, 2015.

By: _____

Authorized Signatory
California Statewide Communities
Development Authority

August 24, 2015

Jon Penkower and James Hamill
BRIDGE STRATEGIC PARTNERS LLC
1700 North Broadway, Suite 405
Walnut Creek, California 94596

RE: CSCDA DATABASE

Dear Mr. Penkower:

Michael Baker International is pleased to submit the enclosed cost proposal to provide web design and development services for CSCDA. Please find below the scope and cost for each task. If you have any questions, please contact Steven Parker at (916) 231-2253 or steve.parker@mbakerintl.com.

SCOPE

Create initial version of basic web application for management of database records. The easy-to-use system will be integrated into the current site and allow authenticated users to view and edit the database.

FUNCTIONALITY TO BE CREATED:

- Import and clean up all current data from Excel file.
- Create ability to list and filter items based on title, date, and description.
- Create interface with view, edit, add, and delete capabilities for managing records from the following tables: Applications (submitted and unsubmitted), Files, Bonds, Contacts, and Facilities.
- Create method for access and management of current database documents.

TIMELINE – 2 MONTHS:

- Michael Baker International develops beta of database: *4 Weeks*
- CSCDA review of functionality and providing single list of feedback and requested changes: *1 Week*
- Michael Baker International makes the requested adjustments and fixes and launches database: *1 Week*

COST: \$7,560 (60 HOURS)

Sincerely,



Philip O. Carter
Vice President



Steve Parker
Web Developer



Agenda Item No. 8

Agenda Report

DATE: September 10, 2015

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of Sponsorship of the Council for Development Finance Agencies (CDFA) California Roundtable Conference.

EXECUTIVE SUMMARY:

CSCDA has been a member of CDFA for over 10 years. Since 1982, CDFA has served as an educational and legislative voice in Washington DC for over 400 economic development issuers and professionals. Membership to CDFA includes access to all educational information, discounts on annual and regional conferences and provides a voice and networking opportunities at the local, state and federal level in areas of economic development finance.

CDFA is hosting its 3rd Annual California Roundtable in Sacramento on November 19, 2015. CSCDA staff have attended and presented at the previous two roundtables and have found the events valuable for dissemination of who CSCDA is, and what CSCDA can do for economic development. The California Roundtable audience is comprised of local governments, issuers, financial institutions and financial advisors.

The sponsorship cost is \$750 and provides CSCDA's logo on all conference materials, an opportunity to potentially moderate or speak on a panel and one free registration.

RECOMMENDED ACTION:

CSCDA's Executive Director recommends that the Commission approve CSCDA's sponsorship of the California Financing Roundtable.



Agenda Item No. 9

Agenda Report

DATE: September 10, 2015

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of Resolution Ratifying and Confirming the Forms of Certain Documents to be Used in Connection with the Issuance of CSCDA Open PACE Limited Obligation Improvement Bonds.

EXECUTIVE SUMMARY:

On December 4, 2014, pursuant to Resolution No. 14R-67, CSCDA approved certain documents associated with the Open PACE Program. Since that time necessary and appropriate additions, changes and insertions to the following forms have been made:

- (1) An updated form of Master Indenture;
- (2) An updated form of Issuance Certificate;
- (3) An updated form of Contract; and
- (4) An updated form Electronic Signature Agreement.

The Open PACE finance team is requesting the ratification and confirmation of the updated forms. Orrick, Herrington & Sutcliffe and CSCDA staff have reviewed the changes and agree that they do not substantially change the previous Open PACE program approval. The changes for the most part involve administrative tasks related to the issuance of bonds associated with the trustee.

RECOMMENDED ACTION:

CSCDA's Executive Director recommends the ratification and confirmation of the form of the following documents: (1) Master Indenture; (2) Issuance Certificate; (3) Contract; (4) Electronic Signature Agreement.

RESOLUTION NO. 15R-__

**A RESOLUTION RATIFYING AND CONFIRMING THE FORMS OF CERTAIN
DOCUMENTS TO BE USED IN CONNECTION WITH THE ISSUANCE OF
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
OPEN PACE LIMITED OBLIGATION IMPROVEMENT BONDS**

Open PACE Program

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized under Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”) and a joint exercise of powers agreement entered into by a number of California cities, counties and special districts in accordance with the Act to authorize assessments to finance or refinance the installation of distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, electric vehicle charging infrastructure and such other work, infrastructure or improvements as may be authorized by law from time to time that are permanently fixed to real property, all in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California, as amended (“Chapter 29”) (the “Authorized Improvements”); and

WHEREAS, on November 6, 2014, pursuant to Resolution No. 14R-61 (the “Resolution of Intention”), the Commission of the Authority declared its intention to establish the CSCDA Open PACE Program (the “Program”) in the Covered Jurisdictions (as defined in the Resolution of Intention and herein, the “Covered Jurisdictions”); and

WHEREAS, pursuant to the Program and Chapter 29 and subject to certain conditions set forth below, the Authority will enter into contractual assessments to finance or refinance the installation of Authorized Improvements in the Covered Jurisdictions; and

WHEREAS, the Resolution of Intention directed the Executive Director of the Authority or the designee thereof (the “Executive Director”) to prepare or cause to be prepared and to file with the Commission a report (the “Report”) addressing all of the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a draft contract (the “Contract”) between the Authority and property owners participating in the Program providing for payment of contractual assessments; and

WHEREAS, the Report was filed with the Secretary of the Commission prior to December 4, 2014; and

WHEREAS, on December 4, 2014, pursuant to Resolution No. 14R-66 (the “Resolution Confirming Report”), the Commission of the Authority confirmed the Report and established the Program in the Covered Jurisdictions; and

WHEREAS, pursuant to Chapter 29 and the Resolution Confirming Report, the Authority is authorized to enter into contractual assessments to finance or refinance the installation of Authorized Improvements in the Covered Jurisdictions; and

WHEREAS, pursuant to the Resolution Confirming Report, the Commission of the Authority approved the form of Contract attached to the Report and authorized and directed any Authorized Signatory (as defined in Section 1 below) to execute Contracts with property owners in substantially said form, with such additions thereto and changes therein as the Authorized Signatory executing the same, in consultation with counsel to the Authority, deemed necessary, desirable or appropriate; and

WHEREAS, pursuant to the Resolution of Intention, the Commission of the Authority provided for the issuance of one or more series of improvement bonds pursuant to the Improvement Bond Act of 1915, Division 10 of the Streets and Highways Code of the State of California (the “Bond Law”); and

WHEREAS, on December 4, 2014, pursuant to Resolution No. 14R-67 (the “Bond Resolution”), the Commission of the Authority authorized the issuance of limited obligation improvement bonds in one or more series from time to time to be designated generally as “California Statewide Communities Development Authority Open PACE Limited Obligation Improvement Bonds” (the “Bonds”) for the purpose, among others, of financing or refinancing the installation of Authorized Improvements; and

WHEREAS, pursuant to the Bond Resolution, the Commission of the Authority approved the form of one or more Master Indentures (including the form of Issuance Certificate attached thereto) (each a “Master Indenture”) for the issuance of the Bonds and authorized any Authorized Signatory to execute and deliver one or more Master Indentures (including any Issuance Certificate (each an “Issuance Certificate”)) in substantially said form, with such changes and insertions therein as any member of the Commission, with advice of counsel to the Authority, may approve; and

WHEREAS, pursuant to the Bond Resolution, the Commission of the Authority approved the form of one or more Electronic Signature Agreements (each an “Electronic Signature Agreement”) to be entered into by the Authority in connection with the Bonds and authorized any Authorized Signatory to execute and deliver one or more Electronic Signature Agreements in substantially said form, with such changes and insertions therein as any member of the Commission, with advice of counsel to the Authority, may approve; and

WHEREAS, certain necessary, desirable and appropriate additions, changes and insertions to the forms of Contract, Master Indenture, Issuance Certificate and Electronic Signature Agreement previously approved by the Commission of the Authority pursuant to the Resolution Confirming Report and the Bond Resolution, respectively, have been made; and

WHEREAS, the Commission of the Authority now desires to ratify and confirm the updated forms of the Contract, the Master Indenture, the Issuance Certificate and the Electronic Signature Agreement as being substantially in the forms previously approved by the Commission of the Authority pursuant to the Resolution Confirming Report and the Bond Resolution, respectively; and

WHEREAS, there have been made available to the Commissioners of the Authority the following documents and agreements:

- (1) An updated form of Master Indenture;
- (2) An updated form of Issuance Certificate;
- (3) An updated form of Contract; and
- (4) An updated form Electronic Signature Agreement.

NOW THEREFORE, BE IT RESOLVED by the Commission of the California Statewide Communities Development Authority, as follows:

Section 1. The updated forms of Master Indenture, Issuance Certificate, Contract and Electronic Signature Agreement, as made available to the Commissioners, are hereby ratified and confirmed. The Chair of the Authority or of any member of the Commission of the Authority or their administrative delegates duly authorized pursuant to resolution of the Authority (each, an “Authorized Signatory”), each acting alone, are hereby authorized and directed, for and on behalf of the Authority, to execute and deliver one or more Master Indentures, Issuance Certificates, Contracts and Electronic Signature Agreements in substantially said forms, with such changes and insertions therein as any member of the Commission, with advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The dated date, maturity date or dates, interest rate or rates, interest payment dates, denominations, forms, registration privileges, manner of execution, place or places of payment, terms of redemption and other terms of the Bonds shall be as provided in the Master Indentures and Issuance Certificates, as finally executed.

Section 2. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 10th day of September, 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on September 10, 2015.

By:

Authorized Signatory
California Statewide Communities
Development Authority



Agenda Item No. 10

Agenda Report

DATE: September 10, 2015

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of Agreement with PACE Funding for Services as an Administrator for CSCDA Open PACE Program.

EXECUTIVE SUMMARY:

On August 6, 2015 CSCDA approved PACE Funding as a program administrator under the Open PACE Program.

Attached is a copy of the proposed agreement between PACE Funding and CSCDA for program administration services.

The contract has been reviewed and approved by CSCDA General Counsel, Richards, Watson & Gershon.

RECOMMENDED ACTION:

CSCDA's Executive Director recommends approval of the PACE Funding contract with CSCDA for program administration services in conjunction with the Open PACE program.

ATTACHMENT 1

PROGRAM ADMINISTRATION AGREEMENT

by and between:

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,
as Authority

and

PACE FUNDING GROUP LLC. as Program Administrator

Dated as of August 10, 2015

PROGRAM ADMINISTRATION AGREEMENT

THIS PROGRAM ADMINISTRATION AGREEMENT (this “Agreement”) is made and entered into effective as of August 10, 2015, by and between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (the “Authority” or “CSCDA”), a California joint powers authority, and PACE FUNDING GROUP LLC., a California Limited Liability Corporation (“PACE Funding”).

RECITALS

WHEREAS, the Authority and PACE Funding desire to work together to establish a PACE financing program in the State of California and to administer and operate the Program (as defined below); and

WHEREAS, the Authority and PACE Funding desire to set forth their respective rights, duties and obligations with respect to the Program and their roles related thereto.

NOW, THEREFORE, in consideration of the payments, covenants, conditions and agreements contained in this Agreement, the Authority and PACE Funding agree as follows:

Services

The Authority has approved PACE Funding to administer the CSCDA Open PACE program (the “Program”) for the Authority’s approved Property Assessed Clean Energy (“PACE”) jurisdictions. The specific services (the “Services”) to be provided are set forth in the Scope of Services attached hereto as Exhibit A (the “Scope of Services”). PACE Funding hereby agrees to perform the Services in accordance with the terms of this Agreement.

The Authority agrees to help facilitate the Program by considering all necessary approvals and resolutions authorizing PACE Funding to act as a Program administrator, assisting with obtaining required approvals for city and county participation in the Program, executing assessment contracts

and issuing bonds related the Program as the Authority may from time to time deem reasonable and appropriate.

PACE Funding acknowledges and agrees that the Authority has approved PACE Funding to administer the Program for the Authority's approved PACE jurisdictions and may change or add program administrators.

It is contemplated that the Authority will cooperate with PACE Funding to facilitate electronic recording of assessment liens and other documents as may be necessary or convenient for the implementation of the Program. PACE Funding agrees that any such cooperation and facilitation by the Authority falls within the scope of activities covered by PACE Funding's duty to defend and indemnify pursuant to Section 7.

Cost of Services and PACE Funding Compensation

PACE Funding will provide the Services at no cost to the Authority and its member agencies. PACE Funding and the Authority will earn fees from the Program as described in Exhibit B.

Bonds

Authority hereby grants PACE Funding the exclusive right to purchase all bonds issued with respect to projects originated by PACE Funding under the Program (the "Bonds") at a purchase price equal to the principal amount of such Bonds, and PACE Funding may assign such right to investors or other third parties. Notwithstanding the foregoing, PACE Funding and any other investor or third party purchasing Bonds (a) must comply with all applicable laws, regulations and CSCDA policies in connection with any purchase or sale of Bonds, (b) will be required or deemed to represent that such purchaser or purchasers have received all information it deems material and is purchasing for investment purposes and not with a view to resale in any manner that would result in PACE Funding or an assignee of PACE Funding being an agent of the Authority or an underwriter within the meaning of the Securities Act of 1933, as amended, and (c) will be solely responsible for compliance with all securities laws in connection with any holding or disposition of Bonds. PACE Funding reserves the right to transfer some or all of such Bonds to a securitization vehicle, subject to the

conditions contained in this paragraph and to any restrictions contained in the Master Indenture.

Green Attributes

Property owners or third party ownership leasing firms shall retain rights to any Federal Investment Tax Credit or State Incentives or Rebates related to renewable energy projects. The Authority shall retain rights to all of the green attributes that result from projects financed through the Program, including but not limited to Carbon Credits, Renewable Energy Certificates, Green Tags, Tradable Renewable Certificates, Renewable Energy Credits and Green House Gas offsets (“Carbon Credits”).

Term and Termination of Agreement

Term

The term of this Agreement shall commence on the effective date hereof and shall remain in effect to but not including the third anniversary of the date hereof (as the same may be shortened pursuant to Section 5.2 the “Term”).

Termination

Either party to this Agreement may terminate the whole or any part of this Agreement for any reason or no reason at all by providing written notice to the other party at least 60 days prior to the effective date of such termination.

Following notice of termination of this Agreement through and including the termination date stated therein (the “Transition Period”), the Authority and PACE Funding will use commercially reasonable efforts to effect a smooth termination of the Program or transition to another program administrator in a professional manner. During the Transition Period, PACE Funding shall be required to notify the Authority of all pending applications for Program Assessment Contracts originated by PACE Funding (each, a “Pending Assessment Contract”) and PACE Funding shall have the right to close such Pending Assessment Contracts subject to the review of the appropriate documentation by the Authority and provided that PACE Funding shall have

agreed in writing to purchase the Bonds payable from such Pending Assessment Contracts.

Upon the conclusion of the Transition Period, this Agreement shall automatically terminate.

5.3 Rights to Fees Upon Termination

Upon termination of this Agreement pursuant to Section 5.1 or Section 5.2, PACE Funding shall be entitled to receive only Origination Fees for Bond issues closed before the date of termination and its portion of Annual Administration Fees for administrative services performed prior to the date of termination. Any compensation for a partial fee accrual period ending on the date of termination shall be prorated based on the number of days actually elapsed and the number of days in such fee accrual period. PACE Funding shall not be entitled to receive any compensation for services not rendered as of the date of termination or in respect to any periods after the date of termination.

Exclusivity

The Authority has the right to appoint additional administrators for the Program. In which case, a Program administrator may seek reimbursement from any new Program administrator for a portion of the costs incurred by such existing Program administrator in connection with establishing and validating the Program. The Authority agrees to cooperate with such Program administrators in their efforts to effect such reimbursement but the Authority shall not have any duty to provide any reimbursement.

Indemnification

7 Indemnity

PACE Funding shall defend, indemnify, and hold harmless the Authority, its officers, directors, employees, representatives, attorneys and agents (collectively, the "Indemnified Parties") from and against any and all actions, suits, proceedings, claims, demands, losses, damages, and liabilities (collectively, "Covered Losses") to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including

federal or state securities laws) or at common law or otherwise, arising out of this Agreement, including but not limited to:

(i) Transactions contemplated by this agreement, including but not limited to, any assessment contract originated or proposed to be originated by PACE Funding ("Covered Assessment Contracts"), any property improved or proposed to be improved thereby ("Covered Property"), any owner of such property ("Covered Property Owners"), any improvements financed or proposed to be financed on such property ("Covered Improvements"), or any bonds or other financing, proposed or otherwise, in connection therewith ("Covered Financings");

(ii) negligence of PACE Funding or any of its licensees, agents, affiliates, contractors, vendors, servants, employees, owners, directors, representatives or consultants, including without limitation sales personnel and contractors selected, registered, or approved by PACE Funding to perform marketing and sales of the CSCDA Open PACE Program or to procure or install Improvements (the "Covered Parties") in connection with the CSCDA Open PACE Program including but not limited negligence of a Covered Party in connection with the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in, on or about, or from the planning, design, acquisition, installation or construction of, any Covered Improvements or Covered Property;

(iii) any lien or charge upon payments by PACE Funding to the Authority, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority in respect of any portion of any Covered Improvements or Covered Property;

(iv) any violation of any laws, regulations or orders with respect to, or the release of any hazardous substances from, any Covered Property or Covered Improvements or any part thereof;

(v) the refinancing, reissuance, defeasance, redemption or prepayment, in whole or in part, of any Covered Financing;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering statement or disclosure or continuing disclosure document for any Covered Financing or any of the documents relating to a Covered Financing, or any omission or alleged omission from any offering statement or disclosure or continuing disclosure document for a Covered Financing of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(vii) the trustee's acceptance or administration of the trust of any indenture or trust agreement in connection with a Covered Financing, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to a Covered Financing to which it is a party; except to the extent such damages are caused by the willful misconduct of such Indemnified Party or are otherwise not permitted to be the subject of this indemnification as a matter of law. In the event that any claim, action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, PACE Funding, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and PACE Funding shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of PACE Funding if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of such counsel.

This Section shall survive the termination of this Agreement.

8 Insurance

PACE Funding shall at its own expense maintain insurance policies issued by an insurance company or companies authorized to do business in the State of California and that maintain during the term of the policy a "General Policyholders Rating" of at least "A+," as set forth in the then most current edition of "Bests Insurance Guide," as follows:

Commercial General Liability Insurance

PACE Funding and each of its subcontractors shall maintain comprehensive commercial general liability insurance providing coverage for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than \$1,000,000 per occurrence. If commercial general liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

The general liability policy shall be endorsed to state that: (1) the Authority, its directors, members, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to CSCDA Open PACE Program administration services or operations performed by or on behalf of PACE Funding, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Authority, its directors, members, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of PACE Funding's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its directors, members, officials, officers, employees, agents and volunteers shall be excess of PACE Funding's insurance and shall not be called upon to contribute with it in any way.

Workers' Compensation Insurance

PACE Funding and each of its subcontractors shall maintain workers' compensation insurance with statutory limits and Employer's liability insurance with limits of not less than \$1,000,000 for all workers under PACE Funding's and/or subcontractor's employment performing work under this Agreement.

Concurrent with the execution of this Agreement and prior to the commencement of any work by PACE Funding, PACE Funding shall deliver to the Authority copies of policies or certificates evidencing the existence of the insurance coverage required herein, which coverage shall remain in full force and effect continuously throughout the term of this Agreement.

Intellectual Property

PACE Funding shall not obtain trademarks, copyrights or other intellectual property rights that contain or are reasonably likely to be confused with the California Statewide Communities Development Authority. The Authority expressly acknowledges and agrees that any and all computer software and all source code thereof, developed by PACE Funding ("Proprietary Software") in performing the Services, including all intellectual property rights contained therein, is proprietary and PACE Funding or its licensors.

PACE Funding acknowledges and agrees that all intellectual property rights to the names "CSCDA Open PACE Program" shall belong to the Authority. Notwithstanding the foregoing, PACE Funding may market or brand its PACE product so long as any marketing materials acknowledge it is offered through or in association with the Program.

Default.

An event of default (an "Event of Default") under this Agreement shall mean, with respect to either the Authority or PACE Funding, the material failure or delay by such party to perform any material term of this Agreement; provided, however, that if the party that is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within 30 calendar days after receipt of written notice specifying such default and completes such cure, correction or remedy within 90 calendar days after receipt of such written notice, such party shall not be deemed to be in default hereunder.

Delay in giving a written notice contemplated in this Section shall not constitute a waiver of any default nor shall it change the time of default; provided, however, that the other party shall have no right to exercise any remedy for an Event of Default hereunder without delivering the written default notice, as specified herein.

Notice

All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third business day following the deposit of such Notice with the United States Postal Service. This Section shall not prevent the Authority or PACE Funding from giving notice by personal service or telephonically verified electronic mail, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either the Authority or PACE Funding may change their address for receipt of written notice by notifying the other in writing of a new address for delivering notice to such party:

to PACE Funding: PACE Funding Group LLC
100 Coopers Court
Los Gatos, CA 95032
Attention: Bob Giles
Email: bob@pacefunding.com

to Authority: California Statewide Communities Development
Authority
1100 K Street, Suite 101
Sacramento, CA 95814
Attention: Executive Director

Compliance With Law

PACE Funding shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the work to be performed by PACE Funding under this Agreement. PACE Funding shall maintain all necessary licenses and registrations for the lawful performance of the work required of PACE Funding under this Agreement.

Nondiscrimination

PACE Funding shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement. In addition, PACE Funding shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion in compliance with State and federal laws.

PACE Funding and Each Subcontractor Are Independent Contractors

PACE Funding shall at all times during the performance of any work described in the Scope of Services be deemed to be an independent contractor. Neither PACE Funding nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees are employees of the Authority or any member agency of the Authority. The Authority shall not be requested or ordered to assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by PACE Funding or its subcontractors to perform any item of work described in the Scope of Services. Under no circumstances shall the Authority be deemed to be an employer, partner, joint venturer, agent or principal of PACE Funding or any of PACE Funding's employees. Neither PACE Funding, nor any of PACE Funding's employees, shall be entitled to any benefits from or on behalf of the Authority, including without limitation worker's compensation, disability, unemployment, or paid time off. PACE Funding shall be responsible for providing, at PACE Funding's expense, and in PACE Funding's own name, unemployment, disability, worker's compensation and other insurance covering PACE Funding and its

employees, as well as all licenses and permits necessary for conducting the services under this Agreement.

Severability

Each and every section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

This Agreement constitutes the entire agreement between the Authority and PACE Funding. This Agreement supersedes all prior negotiation, discussions and agreements between the Authority and PACE Funding concerning the subject matters covered herein. The Authority and PACE Funding intend this Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.

Amendment or Modification

This Agreement may only be modified or amended by written instrument duly approved and executed by each of the Authority and PACE Funding. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by each of the Authority and PACE Funding, following all necessary approvals and authorizations for such execution.

Governing Law; Venue; Arbitration

18.1 Governing Law

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

18.2 Venue

Any legal action arising from or related to this Agreement shall be brought in the Superior Court of the State of California in and for the County of San Diego.

18.3 Arbitration

PACE Funding and the Authority each agree that any and all controversies, claims, or disputes between itself, on the one hand, and the other party or the other party's officers, directors, employees, representatives, attorneys or agents, on the other hand, whether brought on an individual, group, or class basis, arising out of, relating to, or resulting from this Agreement or the termination of this Agreement, including any alleged breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1283.05 (the "Rules") and pursuant to California law. Each of the Authority and PACE Funding shall cause its own officers, directors, employees, representatives, attorneys or agents to submit to arbitration in any dispute with the other party, Disputes which PACE Funding and the Authority agree to arbitrate, and thereby agree to waive any right to a trial by jury, to the extent permitted by law, include any statutory claims under state or federal law, the California Labor Code, claims of harassment, discrimination and wrongful termination and any statutory claims.

The Authority and PACE Funding agree that any arbitration will be administered by the American Arbitration Association ("AAA"), and that the neutral arbitrator will be selected in a manner consistent with AAA National Rules for the Resolution of Contract Disputes. The Authority and PACE Funding agree that the arbitrator shall have the power to decide any motions brought to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. The Authority and PACE Funding also agree that the arbitrator shall have the power to award any remedies available under applicable law, and that the arbitrator shall award attorneys' fees and costs to the prevailing party except as prohibited by law. PACE Funding agrees that the arbitrator shall administer and conduct any

arbitration in a manner consistent with the Rules and that to the extent that the AAA National Rules for the Resolution of Contract Disputes conflict with the Rules, the Rules shall take precedence. The Authority and PACE Funding agree that the decision of the arbitrator shall be in writing.

The Authority and PACE Funding each agree that, except as provided by the Rules and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute covered by this Section (a "Covered Dispute") between itself, on the one hand, and the other party or the other party's officers, directors, employees, representatives, attorneys or agents, on the other hand. Accordingly, except as provided for by the Rules and this Agreement, neither the Authority nor PACE Funding will be permitted to pursue court action regarding a Covered Dispute, except to have a arbitration award entered as a judgment for enforcement purposes.

The Authority and PACE Funding each agree that it may petition a court for provisional relief, including injunctive relief, as permitted by the Rules, including, but not limited to, where either the Authority or PACE Funding alleges or claims a violation of this Agreement. The Authority and PACE Funding understand that any breach or threatened breach of such an agreement (including this Agreement) will cause irreparable injury and that money damages will not provide an adequate remedy therefor and both the Authority and PACE Funding hereby consent to the issuance of an injunction.

The Authority and PACE Funding agree that this Section 18.3 shall be effective only to the extent permitted by law.

Non-Waiver

Failure of either Authority or PACE Funding to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

Assignment

This Agreement may not be assigned without the prior written consent of the other party; such consent not to be unreasonably withheld.

Subcontracting and Outsourcing

To maintain the quality and integrity of the Program: PACE Funding principals; officers or employees shall directly provide all Services described in Exhibit A Section 1 without the utilization of subcontractors or outsourcing.

PACE Funding may subcontract or outsource a material portion of the Services described in Exhibit A Section 2 with the prior written consent of the Authority, such consent not to be unreasonably withheld, provided that PACE Funding shall remain primarily responsible for any work performed.

Representations of Parties

Each of the Authority and PACE Funding has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party executing this Agreement represents and warrants that the individuals who have signed this Agreement on its behalf are duly authorized to execute this Agreement.

Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which will constitute an original.

Effectiveness of Agreement; Successors and Assigns

This Agreement shall not be binding on the Authority or PACE Funding until signed by an authorized representative of PACE Funding, approved by the Authority's Board of Directors and executed by an authorized official of the Authority. This Agreement shall be binding on the successors and assigns of the Authority and PACE Funding.

Conflicts of Interest

During the Term, PACE Funding shall promptly disclose to the Authority any financial or personal interest in the Authority or any of the Authority's directors, officers or employees, held by PACE Funding or any PACE Funding director, stockholder, officer, employee, representative or subcontractor, including such persons' immediate family members (spouse and children, including adult children). Any such potential or actual conflict of interest shall be evaluated by the Authority in accordance with its conflicts of interest policy and applicable laws then in effect. As used herein, personal interests are interests or relationships that may appear to affect independent, unbiased judgment when participating in the decision making process on behalf of the Authority, where such decisions could materially benefit an individual rather than the best interests of the Authority. As used herein, financial interests are if a person has, directly or indirectly, through business, investment, or family, (a) an ownership or investment interest (more than 10%) in any entity with which the Authority has a transaction or arrangement, (b) a compensation arrangement with the Authority or with any entity or individual with which the Authority has a transaction or arrangement, or (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Authority is negotiating a transaction or arrangement. PACE Funding shall not violate any applicable conflict of interest law and shall not violate any conflict of interest policy of the Authority provided in writing to PACE Funding.

Consequential Damages and Limitation of Liability

The Authority and PACE Funding agree that in no event will either be liable to the other under this Agreement for any special damages, loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, negligence, strict liability or otherwise. The limitations and exclusions of liability set forth in this Section shall apply regardless of fault, breach of contract, tort, strict liability or otherwise of PACE Funding and the Authority, their employees, directors, officers, stockholders, agent, representatives or subcontractors. The foregoing provisions of this Section 26 shall be subject in all respects to the provisions of Section 7.

Appointment of Bond Counsel and Underwriters

PACE Funding has organized a team of professionals including bond counsel, structuring counsel, investment banking advisors and an underwriter to facilitate a standardized, efficient and scalable financing product. PACE Funding may from time to time evaluate and modify the team members to maintain commercial viability of the Program. PACE Funding shall submit its evaluation and recommendation of PACE Funding's team members to the Authority. The Authority Commission shall consider the approval or rejection of said recommendation within 30 days of PACE Funding's request for approval.

Periodic Reporting on Progress, Strategy and Alignment

During the term of this Agreement, appropriate representatives of PACE Funding and the Authority will meet in person or by telephone, as mutually agreed by the Authority and PACE Funding from time to time, at least once per quarter to review the progress with member agencies, the amount of financings under PACE Funding's Program, strategic plans, marketing programs, partnership opportunities and other matters relevant to the success of the joint initiatives described herein. Failure to meet during one quarter shall not constitute a default hereunder as long as each of the Authority and PACE Funding sets a time and date to meet that is mutually agreeable.

No Third Party Beneficiaries

Except as set forth in Section 6 with respect to the Indemnified Parties, there are no intended third party beneficiaries of any right or obligation assumed by the Authority and PACE Funding.

Time of Essence

Time is of the essence for each and every provision of this Agreement.

Limitation on Authority Liability

The Authority shall not be liable for any personal obligation, obligation to advance funds, costs, expenses, losses, damages, indemnifications, claims or actions,

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and PACE Funding hereto have caused this Agreement to be executed as of the date set forth above.

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

Date

PACE Funding Group LLC

Bob Giles, Member Date

EXHIBIT A - SCOPE OF SERVICES

1 Minimum Required Services

Underwriting

Underwrite Assessment according to Program guidelines and Eligibility criteria as described in the Program Handbook. Underwriting includes processing applications, making determinations of eligibility and calculating maximum assessment amounts.

Documents

Generate the Required financing documents as described in the Program Handbook. Provide for the execution, notarization and delivery of all financing documents by parties other than the Authority, as appropriate. Provide for the recordation and delivery to the Bond trustee of all financing documents, as appropriate.

Contractor Registration

Verify Application information, Perform due diligence and make approval decisions for contractor registration.

Reporting

Periodic reporting on strategy, reporting and alignment as described in Section 28 of this Agreement.

Maintenance of records

Maintain auditable transaction records including underwriting decisions, Contractor credentials, compliance incidents and financing terms.

Services

PACE Assessment District Formation.

Conduct the PACE program outreach efforts of educating, promoting and corresponding with cities and counties (each, a "Public Entity") in California to assist in their participation in the CSCDA Open PACE program. PACE Funding shall work with the Authority and the Bond Counsel to prepare the necessary documents, resolutions and reports required for the formation of the PACE assessment district consistent with, and the continued compliance of the Program with, California Streets and Highways Code beginning with Sections 5898.10 (originally approved under Assembly Bill 811). The aforementioned documents shall be as follows:

- the PACE Funding PACE Program Report updated from time to time;
- the resolutions for a Public Entity authorizing the implementation of the CSCDA Open PACE Program in its jurisdiction;
- the Authority resolutions of intention for district formation and for public hearing;
- voluntary assessment contracts;
- applicable disclosure related to the PACE financings; and
- published notices in the appropriate newspapers of general circulation;

Property Owner and Contractor Services.

PACE Funding shall provide the following customer service, administrative and closing services to eligible property owners and contractors to effect implementation and furtherance of the Program. Such property owner and contractor services shall be:

- Design, manage and operate the PACE Funding Program Website
- Closing of PACE financing and recording the PACE liens;
- Making requisitions to trustee to disburse improvement funds per the Indenture;
- Processing contractor application pursuant to the Program guidelines.

Bond Administration Services

PACE Funding shall provide bond administration services to the Authority. The bond administration services shall be:

- Maintain a database of the parcels that have received CSCDA Open PACE Financing along with the relevant data for each parcel;
- Establish and maintain amortization schedules for each parcel;
- Request the placement of the annual assessment levy on the Secured County Property Tax Roll through the County Auditor-Controller;
- Review county records on each January 31st and May 31st to determine delinquency; and

- Begin delinquency control process including the commencement of the foreclosure of defaulting properties.

Outside Services

- PACE Funding shall manage, coordinate and pay for all outside services required by PACE Funding to carry out its obligations under this Agreement, including any vendors, agents, representatives, contractors and subcontractors to PACE Funding.
- No such outside vendors, agents, representatives, contractors or subcontractors to PACE Funding shall be in contractual privity with or have any contractual rights against PACE Funding.

EXHIBIT B - PROGRAM REVENUES

Upon each bond issuance, all deposits made to the Cost of Issuance Account shall be distributed as follows.

Priority	Payees	Amount
1	CSCDA	.85% on par amount of bonds
2	Funding Partners ¹	Per Agreement ²
3	PACE Funding	Account Balance

¹Funding Partners include any party to which PACE Funding has agreed to remit proceeds from the Cost of Issuance or Annual Administrative Accounts

²PACE Funding to provide CSCDA with copies of all agreements entered into requiring payment from bond proceeds.

Agenda Item No. 11

Agenda Report

DATE: September 10, 2015

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of Resolution Amending the Forms of Certain Documents for the CSCDA CaliforniaFirst PACE Program

EXECUTIVE SUMMARY:

Renew Financial (formerly Renewable Funding) launched the CaliforniaFIRST PACE Program in May, 2014 and made several amendments to the program in November, 2014 which have had a positive impact on market adoption of the PACE financing product. After 12 months of operation, Renew Financial as the CaliforniaFIRST administrator proposes additional amendments to support improving the PACE product.

Key amendments include:

- 1) Supporting Split Payment for Projects with different installation time frames.
- 2) Incorporating Limited Subordination Concept.
- 3) Modifying the Property Value definition to include Project Value.
- 4) Increasing the maximum financing amount to \$250,000.

DISCUSSION:

1) Supporting Split Payment for Projects with different installation time frames

The CaliforniaFIRST Program only supports payment to contractors when all projects are completed on a property. Renew Financial would like to support the feature of split payment, meaning that it can pay on an individual project when it is complete. Essentially, this means a lien is recorded and a contractual assessment is included in a bond upon the completion of the first project. Program fund proceeds are released for payment on the first project while the remaining proceeds are held in escrow until the completion of the second project. This feature is particularly helpful for projects with different installation time frames such as heating and cooling systems that complete in less than a week and solar that takes 4-6 weeks. All standard procedures would be followed to ensure split payments are being disbursed for completed and installed measures.

2) Incorporating Limited Subordination

Since program launch, nearly 2.5% of funded assessment contracts have requested partial or full prepayment. Reasons for full prepayment have varied from sale to refinance. In the cases of refinance, the mortgage lender or title company has requested subordination of the contractual assessment. The CaliforniaFIRST Program can accommodate this request by providing a limited subordination through the execution of a subordination instrument that is recorded on the real property for the benefit of the requesting lender. Limited subordination would require that CaliforniaFIRST request lender permission prior commencing foreclosure and ensures the lender is paid first from proceeds. In order to achieve this limited subordination with investors, the contractual assessment is removed from the original bond and placed with a bond owned by an investor willing to accept the subordinated contractual assessment.

Modifying the property value to include project value, and increasing the maximum financing value to \$250,000 have become PACE industry standards. These standards are used by the HERO program which has issued the most PACE financings in the country.

RECOMMENDED ACTION:

CSCDA's Executive Director recommends approval of the amendments to the CaliforniaFIRST PACE Program documents.

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF A
SECOND AMENDED AND RESTATED MASTER INDENTURE; APPROVING
A FORM OF ASSESSMENT CONTRACT THAT ALLOWS FOR MULTIPHASE
INSTALLATIONS OF AUTHORIZED IMPROVEMENTS; AUTHORIZING
COLLECTION OF CONTRACTUAL ASSESSMENTS BY HAND-BILLING IN
CONNECTION WITH FINANCINGS FOR RESIDENTIAL AND NON-
RESIDENTIAL PROPERTY; AND APPROVING RELATED DOCUMENTS
AND ACTIONS**

ALL COVERED JURISDICTIONS

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is authorized under the authority granted to California Communities pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (beginning with Section 6500) in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (beginning with Section 589810) ("Chapter 29") to levy contractual assessments to finance the installation of certain improvements; and

WHEREAS, this Commission previously adopted the resolutions shown in Appendix 1 for the counties, and cities in Los Angeles County, listed at Appendix 1 (each, a "Covered Jurisdiction," and collectively, the "Covered Jurisdictions"), each entitled "Resolution Declaring Intention to Finance Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements" (collectively, the "Resolutions of Intention"), to initiate proceedings under Chapter 29 in and for the territory within each Covered Jurisdiction (the "Program Area") to establish the CaliforniaFIRST program (the "Program"), pursuant to which California Communities would enter into contractual assessments to finance distributed generation renewable energy sources and energy efficiency and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, by the Resolutions of Intention, the Commission provided that one or more series of bonds would be issued under the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code (as amended, the "Bond Law"), and reference to the Resolutions of Intention is hereby expressly made for further particulars; and

WHEREAS, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed Program within the Program Area or any of the Program's particulars, the Commission adopted the resolutions listed in Appendix 1 for the Covered Jurisdictions, each entitled "Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements and Approving and Ordering Other Related Matters" (collectively, the "Initial Resolutions Confirming Program Report"), pursuant to which the Commission, among other things, (i) confirmed and approved a report (as subsequently amended, the "Program Report") addressing all the matters required by Chapter 29, including a draft agreement between California Communities and property owners participating in the Program providing for payment of contractual assessments, (ii) established the Program, and (iii) authorized signatories to execute agreements ("Assessment Contracts") with the owners of property in the Program Area to provide for the levy of contractual assessments to finance installation of Authorized Improvements; and

WHEREAS, the Commission subsequently amended those of the Program Reports that were approved prior to the effectiveness of Assembly Bill 44 and Senate Bill 1340 by adopting the resolutions listed in Appendix 1 under the heading “2012 Resolutions Amending Program Report” for the related Covered Jurisdictions; and

WHEREAS, the Commission subsequently amended the Program Reports relating to the then-member Covered Jurisdictions by adopting Resolution No. 14R-23 on May 22, 2014, and Resolution No. 14R-59 on November 6, 2014 (such resolutions, together with the Initial Resolutions Confirming Program Report and 2012 Resolutions Amending Program Report, the “Resolutions Confirming Program Report”); and

WHEREAS, pursuant to the Resolutions Confirming Program Report, the Commission, among other things, confirmed and approved Program Reports that addressed all the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a form of Assessment Contract between California Communities and property owners participating in the Program providing for payment of contractual assessments; and

WHEREAS, under Chapter 29 and the Bond Law, the Commission adopted the resolutions listed in Appendix 1 under the heading “Original Resolutions of Issuance” for the Covered Jurisdictions, each entitled “A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds, Approving and Directing the Execution of Related Documents and Approving Related Documents and Actions,” which among other matters, authorized the issuance of one or more series of improvement bonds of California Communities upon the security of assessments levied on the participating parcels within the Program Area under Chapter 29 and the Bond Law, and provided that the issuance of the bonds would be in accordance with the Bond Law and a master indenture and authorized the execution thereof; and

WHEREAS, in connection with the Program, California Communities obtained the following default judgments:

(i) a default judgment rendered on August 17, 2012, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2012-00121447;

(ii) a default judgment rendered on March 4, 2014, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2013-00153863; and

(iii) a default judgment rendered on October 17, 2014, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California

Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities' 'CaliforniaFIRST' Property Assessed Clean Energy ('PACE') Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto," Case No. 34-2014-00166647; and

WHEREAS, this Commission adopted its Resolution No. 14R-24 on May 22, 2014, entitled "A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds, Approving and Directing the Execution of Related Documents and Approving Related Documents and Actions," pursuant to which, among other things, it (i) approved execution of a master indenture (the "Original Master Indenture") to be supplemented from time to time by one or more supplemental indentures and (ii) authorized the issuance of bonds ("Bonds") in one or more series initially in an aggregate principal amount not to exceed \$50,000,000, in each case in connection with the financing of Authorized Improvements on residential property containing less than four units (the "2014 Bond Authorization"); and

WHEREAS, this Commission adopted its Resolution No. 15R-2 on January 15, 2015, entitled, "Resolution Approving an Amended and Restated Master Indenture for the CaliforniaFIRST Program Reflecting the 2014 Program Expansion and to Make Certain Other Modifications to Reflect Operational Matters; a Consolidated Notice of Assessment and Payment of Contractual Assessment for the CaliforniaFIRST Program; and Ordering Other Related Matters," pursuant to which, among other things, the Commission approved a form of amended and restated master indenture (the "Amended and Restated Master Indenture"), which amended and restated the Original Master Indenture; and

WHEREAS, the Commission adopted Resolution No. 15R-9 on February 12, 2015, entitled "A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds Pursuant to an Amended and Restated Master Indenture, Approving and Directing the Execution of Related Documents and Approving Related Documents and Actions," pursuant to which, among other matters, California Communities approved the issuance of Bonds pursuant to the Amended and Restated Master Indenture in accordance with the parameters of the 2014 Bond Authorization (the "Prior Bond Authorization"); and

WHEREAS, this Commission adopted its Resolution No. 15R-48 on August 20, 2015, entitled "A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds and Approving Related Documents and Actions," pursuant to which it increased the aggregate principal amount of Bonds authorized under the Prior Bond Authorization, from not to exceed \$50,000,000, to not to exceed \$150,000,000 (the "Existing Bond Authorization"); and

WHEREAS, California Communities wishes to amend and restate the Amended and Restated Master Indenture, in accordance with its terms, by executing the Second Amended and Restated Master Indenture in substantially the form on file with the Secretary (the "Second Amended and Restated Master Indenture") and enter into one or more supplemental indentures, for supplementing the Second Amended and Restated Master Indenture from time to time, in substantially the form on file with the Secretary (the "Supplemental Indenture"), primarily to enable California Communities to subordinate, on a limited basis, any contractual assessment that secures the Bonds for the purpose of facilitating the approval, by an existing or prospective mortgage lender, of a loan secured by a first deed of trust to be recorded on any residential property, containing less than four units, participating in the Program (such subordination is referred to herein as "Limited Subordination"); and

WHEREAS, California Communities wishes to enter into a subordination instrument (the "Subordination Instrument"), from time to time, in substantially the form on file with the Secretary in order to effectuate Limited Subordination; and

WHEREAS, California Communities wishes to amend the form of Assessment Contract for residential property containing less than four units in order to establish a process by which amounts financed pursuant to an Assessment Contract can be released for multiple phases of installations of Authorized Improvements; and

WHEREAS, Section 5898.30 of Chapter 29 provides that contractual assessments shall be collected in the same manner and at the same time as the general taxes of the city or county on real property, unless another procedure has been authorized by the legislative body or by statute; and

WHEREAS, this Commission wishes to authorize California Communities to collect contractual assessments by hand-billing in connection with the financing of Authorized Improvements on residential and non-residential property; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act and the Bond Law;

NOW THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct.
2. The Commission hereby approves the Second Amended and Restated Master Indenture and Supplemental Indenture in substantially the forms on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of California Communities (as designated by a current resolution of this Commission), and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. This Commission hereby (i) authorizes and directs an Authorized Signatory to execute the final forms of Second Amended and Restated Master Indenture and Supplemental Indenture for and in the name of California Communities for the Bonds, (ii) authorizes the delivery and performance of the Second Amended and Restated Master Indenture, as supplemented by related Supplemental Indentures, for the Bonds and (iii) approves the issuance of Bonds under the Second Amended and Restated Master Indenture (with each series of Bonds issued pursuant to a separate Supplemental Indenture that supplements the Second Amended and Restated Supplemental Indenture) in accordance with the parameters of the Existing Bond Authorization.
3. The Commission hereby approves the form of Subordination Instrument in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of the Authority (as designated by a current resolution of the Commission), and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. The Commission hereby authorizes and directs an Authorized Signatory to execute the Subordination Instruments for and in the name of the Authority for the purpose of effecting Limited Subordination. The Commission

hereby authorizes the delivery and performance of the Subordination Instruments in connection with Limited Subordination.

4. The Commission hereby approves the form of assessment contract entitled "Agreement to Pay Assessment and Finance Improvements" (the "Assessment Contract") in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of the Authority (as designated by a current resolution of the Commission), and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. The Commission hereby authorizes and directs an Authorized Signatory to execute the Assessment Contracts for and in the name of the Authority in connection with the issuance of the Bonds. The Commission hereby authorizes the delivery and performance of the Assessment Contracts in connection with the Bonds.

5. Pursuant to Chapter 29, this Commission hereby authorizes California Communities to collect contractual assessments by hand-billing in connection with the financing of Authorized Improvements on residential and non-residential property, and delegates to the Executive Director (or designee) the authority to determine the circumstances in which hand-billing of contractual assessments is appropriate.

6. All actions heretofore taken by the officers and agents of California Communities with respect to the matters contemplated by this Resolution are hereby approved, confirmed and ratified, and the proper officers of California Communities, including an Authorized Signatory, are hereby authorized, for and in the name and on behalf of California Communities, to do any and all things and take any and all actions and execute and deliver any and all documents that they, or any of them, may deem necessary or advisable in order to consummate the matters contemplated by this Resolution.

7. This Resolution shall take effect immediately upon its adoption.

* * * * *

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 10th day of September 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of California Communities at a duly called meeting of the Commission of California Communities held in accordance with law on September 10, 2015.

By: _____
Authorized Signatory
California Statewide
Communities Development
Authority

APPENDIX 1

1. Counties:

Alpine	Placer
Alameda	Plumas
Amador	Riverside
Butte	Sacramento
Calaveras	San Benito
Colusa	San Bernardino
Contra Costa	San Diego
Del Norte	San Francisco
El Dorado	San Joaquin
Fresno	San Luis Obispo
Glenn	San Mateo
Humboldt	Santa Barbara
Imperial	Santa Clara
Inyo	Santa Cruz
Kern	Shasta
Kings	Sierra
Lake	Siskiyou
Lassen	Sonoma
Madera	Solano
Marin	Stanislaus
Mariposa	Sutter
Mendocino	Tehama

Merced	Trinity
Modoc	Tulare
Monterey	Tuolumne
Mono	Ventura
Nevada	Yolo
Napa	Yuba
Orange	

2. Cities in Los Angeles County

Agoura Hills	Gardena	Paramount
Alhambra	Glendale	Pasadena
Arcadia	Glendora	Pico Rivera
Artesia	Hawaiian Gardens	Pomona
Avalon	Hawthorne	Rancho Palos Verdes
Azusa	Hermosa Beach	Redondo Beach
Baldwin Park	Huntington Park	Rolling Hills Estates
Bell	Industry	San Dimas
Bell Gardens	Inglewood	San Gabriel
Bellflower	La Mirada	San Marino
Beverly Hills	La Verne	Santa Clarita
Burbank	Lakewood	Santa Fe Springs
Calabasas	Lancaster	Santa Monica
Carson	Lomita	South Gate
Claremont	Long Beach	South Pasadena
Commerce	Los Angeles	Temple City
Compton	Lynwood	Torrance
Covina	Maywood	Vernon
Cudahy	Monrovia	Walnut
Culver City	Montebello	West Covina
Downey	Monterey Park	West Hollywood
Duarte	Norwalk	Westlake Village
El Monte	Palmdale	Whittier
El Segundo	Palos Verdes Estates	

3. Resolutions of Intention:

Covered Jurisdiction(s)	Resolution of Intention #	Date
Alameda	10R-15	1/27/2010
Fresno	10R-2	1/27/2010
Kern	10R-3	1/27/2010
Marin	13R-21	9/20/2013
Monterey	10R-4	1/27/2010
Napa	13R-22	9/20/2013
Sacramento	10R-5	1/27/2010
San Benito	10R-6	1/27/2010
San Diego	10R-7	1/27/2010
San Luis Obispo	10R-8	1/27/2010
San Mateo	10R-9	1/27/2010
Santa Clara	10R-10	1/27/2010
Santa Cruz	10R-11	1/27/2010
Solano	10R-12	1/27/2010
Tulare	13R-23	9/20/2013
2014 Program Expansion*	14R-18	4/17/2014
Ventura	10R-13	1/27/2010
Yolo	10R-14	1/27/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

4. Initial Resolutions Confirming Report:

Covered Jurisdiction(s)	Resolution Confirming Report #	Date
Alameda	10R-45	3/10/2010
Fresno	10R-46	3/10/2010
Kern	10R-47	3/10/2010
Marin	13R-29	10/24/2013
Monterey	10R-48	3/10/2010
Napa	13R-30	10/24/2013
Sacramento	10R-51	3/10/2010
San Benito	10R-52	3/10/2010
San Diego	10R-53	3/10/2010
San Luis Obispo	10R-54	3/10/2010
San Mateo	10R-55	3/10/2010
Santa Clara	10R-49	3/10/2010
Santa Cruz	10R-50	3/10/2010
Solano	10R-56	3/10/2010
Tulare	13R-28	10/24/2013
2014 Program Expansion*	14R-32	7/17/2014
Ventura	10R-57	3/10/2010
Yolo	10R-58	3/10/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

5. 2012 Resolutions Amending Program Report:

Covered Jurisdiction(s)	Resolution Confirming Report #	Date
Alameda	12H-10	2/02/2012
Fresno	12H-9	2/02/2012
Kern	12H-11	2/02/2012
Monterey	12H-12	2/02/2012
Sacramento	12H-13	2/02/2012
San Benito	12H-14	2/02/2012
San Diego	12H-15	2/02/2012
San Luis Obispo	12H-16	2/02/2012
San Mateo	12H-17	2/02/2012
Santa Clara	12H-18	2/02/2012
Santa Cruz	12H-19	2/02/2012
Solano	12H-20	2/02/2012
Ventura	12H-21	2/02/2012
Yolo	12H-22	2/02/2012

6. Original Resolutions of Issuance:

Covered Jurisdiction	Resolution #	Date
Alameda	10R-29	3/10/2010
Fresno	10R-30	3/10/2010
Kern	10R-31	3/10/2010
Marin	13R-35	10/24/2013
Monterey	10R-32	3/10/2010
Napa	13R-36	10/24/2013
Sacramento	10R-35	3/10/2010
San Benito	10R-36	3/10/2010
San Diego	10R-37	3/10/2010
San Luis Obispo	10R-38	3/10/2010
San Mateo	10R-39	3/10/2010
Santa Clara	10R-33	3/10/2010
Santa Cruz	10R-34	3/10/2010
Solano	10R-40	3/10/2010
Tulare	13R-34	10/24/2013
2014 Program Expansion*	14R-31	7/17/2014
Ventura	10R-41	3/10/2010
Yolo	10R-42	3/10/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.



Agenda Item No. 12

Agenda Report

DATE: September 10, 2015

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PURPOSE: Consideration of Resolution Authorizing Off Bill Collections for the CSCDA CaliforniaFirst PACE Program.

EXECUTIVE SUMMARY:

Currently when a property owner participates in the CSCDA PACE program capitalized interest is included in the bond principal to make the first year's bond payments. If the property owner's assessment is added to a County's tax roll after the tax roll deadline for a particular tax year which is around July or August, depending on the County, this results in an additional cost to the property owner.

An example is where a PACE bond is issued in September 2015 in a county with an August 1 tax roll deadline. The assessment won't be added to the tax roll until tax year 2016-17 because the tax roll deadline for 2015-16 has passed. Capitalized interest is the source of payment for the March 2, 2016, and September 2, 2016, bond payment dates. The assessment revenues will then pay interest and principal on bond payment dates thereafter.

Off bill collections will result in a cost savings to the property owner, and bring efficiencies to CSCDA PACE financings.

RECOMMENDED ACTION:

CSCDA's Executive Director recommends approval of the resolution authorizing off bill collections for the CSCDA CaliforniaFirst PACE Program.

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF A
SECOND AMENDED AND RESTATED MASTER INDENTURE; APPROVING
A FORM OF ASSESSMENT CONTRACT THAT ALLOWS FOR MULTIPHASE
INSTALLATIONS OF AUTHORIZED IMPROVEMENTS; AUTHORIZING
COLLECTION OF CONTRACTUAL ASSESSMENTS BY HAND-BILLING IN
CONNECTION WITH FINANCINGS FOR RESIDENTIAL AND NON-
RESIDENTIAL PROPERTY; AND APPROVING RELATED DOCUMENTS
AND ACTIONS**

ALL COVERED JURISDICTIONS

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is authorized under the authority granted to California Communities pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (beginning with Section 6500) in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (beginning with Section 589810) ("Chapter 29") to levy contractual assessments to finance the installation of certain improvements; and

WHEREAS, this Commission previously adopted the resolutions shown in Appendix 1 for the counties, and cities in Los Angeles County, listed at Appendix 1 (each, a "Covered Jurisdiction," and collectively, the "Covered Jurisdictions"), each entitled "Resolution Declaring Intention to Finance Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements" (collectively, the "Resolutions of Intention"), to initiate proceedings under Chapter 29 in and for the territory within each Covered Jurisdiction (the "Program Area") to establish the CaliforniaFIRST program (the "Program"), pursuant to which California Communities would enter into contractual assessments to finance distributed generation renewable energy sources and energy efficiency and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, by the Resolutions of Intention, the Commission provided that one or more series of bonds would be issued under the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code (as amended, the "Bond Law"), and reference to the Resolutions of Intention is hereby expressly made for further particulars; and

WHEREAS, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed Program within the Program Area or any of the Program's particulars, the Commission adopted the resolutions listed in Appendix 1 for the Covered Jurisdictions, each entitled "Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements and Approving and Ordering Other Related Matters" (collectively, the "Initial Resolutions Confirming Program Report"), pursuant to which the Commission, among other things, (i) confirmed and approved a report (as subsequently amended, the "Program Report") addressing all the matters required by Chapter 29, including a draft agreement between California Communities and property owners participating in the Program providing for payment of contractual assessments, (ii) established the Program, and (iii) authorized signatories to execute agreements ("Assessment Contracts") with the owners of property in the Program Area to provide for the levy of contractual assessments to finance installation of Authorized Improvements; and

WHEREAS, the Commission subsequently amended those of the Program Reports that were approved prior to the effectiveness of Assembly Bill 44 and Senate Bill 1340 by adopting the resolutions listed in Appendix 1 under the heading “2012 Resolutions Amending Program Report” for the related Covered Jurisdictions; and

WHEREAS, the Commission subsequently amended the Program Reports relating to the then-member Covered Jurisdictions by adopting Resolution No. 14R-23 on May 22, 2014, and Resolution No. 14R-59 on November 6, 2014 (such resolutions, together with the Initial Resolutions Confirming Program Report and 2012 Resolutions Amending Program Report, the “Resolutions Confirming Program Report”); and

WHEREAS, pursuant to the Resolutions Confirming Program Report, the Commission, among other things, confirmed and approved Program Reports that addressed all the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a form of Assessment Contract between California Communities and property owners participating in the Program providing for payment of contractual assessments; and

WHEREAS, under Chapter 29 and the Bond Law, the Commission adopted the resolutions listed in Appendix 1 under the heading “Original Resolutions of Issuance” for the Covered Jurisdictions, each entitled “A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds, Approving and Directing the Execution of Related Documents and Approving Related Documents and Actions,” which among other matters, authorized the issuance of one or more series of improvement bonds of California Communities upon the security of assessments levied on the participating parcels within the Program Area under Chapter 29 and the Bond Law, and provided that the issuance of the bonds would be in accordance with the Bond Law and a master indenture and authorized the execution thereof; and

WHEREAS, in connection with the Program, California Communities obtained the following default judgments:

(i) a default judgment rendered on August 17, 2012, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2012-00121447;

(ii) a default judgment rendered on March 4, 2014, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2013-00153863; and

(iii) a default judgment rendered on October 17, 2014, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California

Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities' 'CaliforniaFIRST' Property Assessed Clean Energy ('PACE') Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto," Case No. 34-2014-00166647; and

WHEREAS, this Commission adopted its Resolution No. 14R-24 on May 22, 2014, entitled "A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds, Approving and Directing the Execution of Related Documents and Approving Related Documents and Actions," pursuant to which, among other things, it (i) approved execution of a master indenture (the "Original Master Indenture") to be supplemented from time to time by one or more supplemental indentures and (ii) authorized the issuance of bonds ("Bonds") in one or more series initially in an aggregate principal amount not to exceed \$50,000,000, in each case in connection with the financing of Authorized Improvements on residential property containing less than four units (the "2014 Bond Authorization"); and

WHEREAS, this Commission adopted its Resolution No. 15R-2 on January 15, 2015, entitled, "Resolution Approving an Amended and Restated Master Indenture for the CaliforniaFIRST Program Reflecting the 2014 Program Expansion and to Make Certain Other Modifications to Reflect Operational Matters; a Consolidated Notice of Assessment and Payment of Contractual Assessment for the CaliforniaFIRST Program; and Ordering Other Related Matters," pursuant to which, among other things, the Commission approved a form of amended and restated master indenture (the "Amended and Restated Master Indenture"), which amended and restated the Original Master Indenture; and

WHEREAS, the Commission adopted Resolution No. 15R-9 on February 12, 2015, entitled "A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds Pursuant to an Amended and Restated Master Indenture, Approving and Directing the Execution of Related Documents and Approving Related Documents and Actions," pursuant to which, among other matters, California Communities approved the issuance of Bonds pursuant to the Amended and Restated Master Indenture in accordance with the parameters of the 2014 Bond Authorization (the "Prior Bond Authorization"); and

WHEREAS, this Commission adopted its Resolution No. 15R-48 on August 20, 2015, entitled "A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds and Approving Related Documents and Actions," pursuant to which it increased the aggregate principal amount of Bonds authorized under the Prior Bond Authorization, from not to exceed \$50,000,000, to not to exceed \$150,000,000 (the "Existing Bond Authorization"); and

WHEREAS, California Communities wishes to amend and restate the Amended and Restated Master Indenture, in accordance with its terms, by executing the Second Amended and Restated Master Indenture in substantially the form on file with the Secretary (the "Second Amended and Restated Master Indenture") and enter into one or more supplemental indentures, for supplementing the Second Amended and Restated Master Indenture from time to time, in substantially the form on file with the Secretary (the "Supplemental Indenture"), primarily to enable California Communities to subordinate, on a limited basis, any contractual assessment that secures the Bonds for the purpose of facilitating the approval, by an existing or prospective mortgage lender, of a loan secured by a first deed of trust to be recorded on any residential property, containing less than four units, participating in the Program (such subordination is referred to herein as "Limited Subordination"); and

WHEREAS, California Communities wishes to enter into a subordination instrument (the “Subordination Instrument”), from time to time, in substantially the form on file with the Secretary in order to effectuate Limited Subordination; and

WHEREAS, California Communities wishes to amend the form of Assessment Contract for residential property containing less than four units in order to establish a process by which amounts financed pursuant to an Assessment Contract can be released for multiple phases of installations of Authorized Improvements; and

WHEREAS, Section 5898.30 of Chapter 29 provides that contractual assessments shall be collected in the same manner and at the same time as the general taxes of the city or county on real property, unless another procedure has been authorized by the legislative body or by statute; and

WHEREAS, this Commission wishes to authorize California Communities to collect contractual assessments by hand-billing in connection with the financing of Authorized Improvements on residential and non-residential property; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act and the Bond Law;

NOW THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct.
2. The Commission hereby approves the Second Amended and Restated Master Indenture and Supplemental Indenture in substantially the forms on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of California Communities (as designated by a current resolution of this Commission), and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. This Commission hereby (i) authorizes and directs an Authorized Signatory to execute the final forms of Second Amended and Restated Master Indenture and Supplemental Indenture for and in the name of California Communities for the Bonds, (ii) authorizes the delivery and performance of the Second Amended and Restated Master Indenture, as supplemented by related Supplemental Indentures, for the Bonds and (iii) approves the issuance of Bonds under the Second Amended and Restated Master Indenture (with each series of Bonds issued pursuant to a separate Supplemental Indenture that supplements the Second Amended and Restated Supplemental Indenture) in accordance with the parameters of the Existing Bond Authorization.
3. The Commission hereby approves the form of Subordination Instrument in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of the Authority (as designated by a current resolution of the Commission), and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. The Commission hereby authorizes and directs an Authorized Signatory to execute the Subordination Instruments for and in the name of the Authority for the purpose of effecting Limited Subordination. The Commission

hereby authorizes the delivery and performance of the Subordination Instruments in connection with Limited Subordination.

4. The Commission hereby approves the form of assessment contract entitled "Agreement to Pay Assessment and Finance Improvements" (the "Assessment Contract") in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of the Authority (as designated by a current resolution of the Commission), and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. The Commission hereby authorizes and directs an Authorized Signatory to execute the Assessment Contracts for and in the name of the Authority in connection with the issuance of the Bonds. The Commission hereby authorizes the delivery and performance of the Assessment Contracts in connection with the Bonds.

5. Pursuant to Chapter 29, this Commission hereby authorizes California Communities to collect contractual assessments by hand-billing in connection with the financing of Authorized Improvements on residential and non-residential property, and delegates to the Executive Director (or designee) the authority to determine the circumstances in which hand-billing of contractual assessments is appropriate.

6. All actions heretofore taken by the officers and agents of California Communities with respect to the matters contemplated by this Resolution are hereby approved, confirmed and ratified, and the proper officers of California Communities, including an Authorized Signatory, are hereby authorized, for and in the name and on behalf of California Communities, to do any and all things and take any and all actions and execute and deliver any and all documents that they, or any of them, may deem necessary or advisable in order to consummate the matters contemplated by this Resolution.

7. This Resolution shall take effect immediately upon its adoption.

* * * * *

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 10th day of September 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of California Communities at a duly called meeting of the Commission of California Communities held in accordance with law on September 10, 2015.

By: _____
Authorized Signatory
California Statewide
Communities Development
Authority

APPENDIX 1

1. Counties:

Alpine	Placer
Alameda	Plumas
Amador	Riverside
Butte	Sacramento
Calaveras	San Benito
Colusa	San Bernardino
Contra Costa	San Diego
Del Norte	San Francisco
El Dorado	San Joaquin
Fresno	San Luis Obispo
Glenn	San Mateo
Humboldt	Santa Barbara
Imperial	Santa Clara
Inyo	Santa Cruz
Kern	Shasta
Kings	Sierra
Lake	Siskiyou
Lassen	Sonoma
Madera	Solano
Marin	Stanislaus
Mariposa	Sutter
Mendocino	Tehama

Merced	Trinity
Modoc	Tulare
Monterey	Tuolumne
Mono	Ventura
Nevada	Yolo
Napa	Yuba
Orange	

2. Cities in Los Angeles County

Agoura Hills	Gardena	Paramount
Alhambra	Glendale	Pasadena
Arcadia	Glendora	Pico Rivera
Artesia	Hawaiian Gardens	Pomona
Avalon	Hawthorne	Rancho Palos Verdes
Azusa	Hermosa Beach	Redondo Beach
Baldwin Park	Huntington Park	Rolling Hills Estates
Bell	Industry	San Dimas
Bell Gardens	Inglewood	San Gabriel
Bellflower	La Mirada	San Marino
Beverly Hills	La Verne	Santa Clarita
Burbank	Lakewood	Santa Fe Springs
Calabasas	Lancaster	Santa Monica
Carson	Lomita	South Gate
Claremont	Long Beach	South Pasadena
Commerce	Los Angeles	Temple City
Compton	Lynwood	Torrance
Covina	Maywood	Vernon
Cudahy	Monrovia	Walnut
Culver City	Montebello	West Covina
Downey	Monterey Park	West Hollywood
Duarte	Norwalk	Westlake Village
El Monte	Palmdale	Whittier
El Segundo	Palos Verdes Estates	

3. Resolutions of Intention:

Covered Jurisdiction(s)	Resolution of Intention #	Date
Alameda	10R-15	1/27/2010
Fresno	10R-2	1/27/2010
Kern	10R-3	1/27/2010
Marin	13R-21	9/20/2013
Monterey	10R-4	1/27/2010
Napa	13R-22	9/20/2013
Sacramento	10R-5	1/27/2010
San Benito	10R-6	1/27/2010
San Diego	10R-7	1/27/2010
San Luis Obispo	10R-8	1/27/2010
San Mateo	10R-9	1/27/2010
Santa Clara	10R-10	1/27/2010
Santa Cruz	10R-11	1/27/2010
Solano	10R-12	1/27/2010
Tulare	13R-23	9/20/2013
2014 Program Expansion*	14R-18	4/17/2014
Ventura	10R-13	1/27/2010
Yolo	10R-14	1/27/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

4. Initial Resolutions Confirming Report:

Covered Jurisdiction(s)	Resolution Confirming Report #	Date
Alameda	10R-45	3/10/2010
Fresno	10R-46	3/10/2010
Kern	10R-47	3/10/2010
Marin	13R-29	10/24/2013
Monterey	10R-48	3/10/2010
Napa	13R-30	10/24/2013
Sacramento	10R-51	3/10/2010
San Benito	10R-52	3/10/2010
San Diego	10R-53	3/10/2010
San Luis Obispo	10R-54	3/10/2010
San Mateo	10R-55	3/10/2010
Santa Clara	10R-49	3/10/2010
Santa Cruz	10R-50	3/10/2010
Solano	10R-56	3/10/2010
Tulare	13R-28	10/24/2013
2014 Program Expansion*	14R-32	7/17/2014
Ventura	10R-57	3/10/2010
Yolo	10R-58	3/10/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

5. 2012 Resolutions Amending Program Report:

Covered Jurisdiction(s)	Resolution Confirming Report #	Date
Alameda	12H-10	2/02/2012
Fresno	12H-9	2/02/2012
Kern	12H-11	2/02/2012
Monterey	12H-12	2/02/2012
Sacramento	12H-13	2/02/2012
San Benito	12H-14	2/02/2012
San Diego	12H-15	2/02/2012
San Luis Obispo	12H-16	2/02/2012
San Mateo	12H-17	2/02/2012
Santa Clara	12H-18	2/02/2012
Santa Cruz	12H-19	2/02/2012
Solano	12H-20	2/02/2012
Ventura	12H-21	2/02/2012
Yolo	12H-22	2/02/2012

6. Original Resolutions of Issuance:

Covered Jurisdiction	Resolution #	Date
Alameda	10R-29	3/10/2010
Fresno	10R-30	3/10/2010
Kern	10R-31	3/10/2010
Marin	13R-35	10/24/2013
Monterey	10R-32	3/10/2010
Napa	13R-36	10/24/2013
Sacramento	10R-35	3/10/2010
San Benito	10R-36	3/10/2010
San Diego	10R-37	3/10/2010
San Luis Obispo	10R-38	3/10/2010
San Mateo	10R-39	3/10/2010
Santa Clara	10R-33	3/10/2010
Santa Cruz	10R-34	3/10/2010
Solano	10R-40	3/10/2010
Tulare	13R-34	10/24/2013
2014 Program Expansion*	14R-31	7/17/2014
Ventura	10R-41	3/10/2010
Yolo	10R-42	3/10/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.



CaliforniaFIRST Update

CSCDA Commission Meeting
September 10, 2015



CaliforniaFIRST: Key Milestones

- Residential program was reinstated in April 2014
- Residential program soft launch in May 2014 and full market launch September 2014. Fully operational for over 1 year.
- Residential product adjustments in November 2014 – lower rates, longer terms, higher LTV.
- Additional residential product adjustments in August 2015 – split payments, limited subordination.
- May 2015 – Relaunched website, rebranded, and introduced additional contractor tools.
- July 2015 – SCTY launched PPA/PACE product in partnership with CaliforniaFIRST Commercial Program
- September 2015 - Completed first privately placed securitization of \$50M of PACE Bonds.
- Began with 120 Cities in 17 Counties; Now in 188 Cities in 34 Counties with nearly 50% coverage of owner occupied homes in CA. (Note: LAC operates own program).



California**FIRST**
EFFICIENCY FINANCING

[For Homeowners](#)

[For Commercial](#)

[For Communities](#)

[For Contractors](#)

[About CaliforniaFIRST](#)



SMART EFFICIENCY FINANCING IS HERE

Homeowners: Check for financing availability in your area

[Get Started >](#)

CaliforniaFIRST: Key Statistics

	March 2015	September 2015
\$ Applications	\$100M	\$230M
\$ Signed Contracts	\$25M	\$85M
# of Projects	500	1,950
\$ Bonds	\$11M	\$47.5 M
# Contractors	500	1,000

CaliforniaFIRST: What's Up Next

- Refinement to underwriting and decisioning tools
- Increase flexibility for payment to contractors
- Introduce limited subordination to assist at transfer, sale and refinance points
- Continue contractor tool improvements and product refinements

President Obama on PACE

“We’re going to make it even easier for individual homeowners to put solar panels on the roof, with no upfront costs. So, specifically we’re going to take steps to expand the use of a tool we call PACE, which helps you pay for solar panels through the future savings on your energy bills.”

Pres Obama, 8/24/15

FHA on PACE

- FHA Statement supports PACE lien that transfers from seller to buyer.
- “Limited subordination” is contractual between CSCDA and Lender.
- No change to PACE law. No immediate change for CaliforniaFIRST.
- We will work with FHA and the Admin to develop regs that allow PACE to continue.