



**REGULAR MEETING AGENDA**  
**March 4, 2021 at 2:00 p.m.**

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

**A. OPENING AND PROCEDURAL ITEMS**

1. Roll Call.
 

|                                 |                                    |
|---------------------------------|------------------------------------|
| _____ Kevin O'Rourke, Chair     | _____ Brian Stiger, Member         |
| _____ Tim Snellings, Vice Chair | _____ Marcia Raines, Member        |
| _____ Brian Moura, Secretary    | _____ Niroop Srivatsa, Alt. Member |
| _____ Jordan Kaufman, Treasurer |                                    |
| _____ Dan Mierzwa, Member       |                                    |
2. Consideration of the Minutes of the February 18, 2021 Regular Meeting.
3. Consent Calendar.
4. Public Comment.

**B. ITEMS FOR CONSIDERATION AND ACTION**

5. Statewide Community Infrastructure Program (SCIP) 2021A:
  - a. Conduct proceedings with respect to the Statewide Community Infrastructure Program ("SCIP") for an Assessment District (the "Assessment District") for The Arbors project in the County of Yuba.
    1. Open Assessment District public hearing.
    2. Close Assessment District public hearing.

- b. Conduct the following actions with respect to the Assessment District:
  - 1. Open assessment ballot of landowner within the Assessment District and announce results.
  - 2. Consideration of resolution approving final engineer's report, levying assessment, ordering the financing of specified development impact fees, confirming the amount of unpaid assessment and directing related actions in relation to the Assessment District.
- 6. Consideration of update to CSCDA Open PACE Handbook.
- 7. Consideration of updated Poppy Bank Open PACE documents for commercial PACE.
- 8. Consideration of Bayview Asset Management as CSCDA Open PACE commercial administrator.
- 9. Consideration of GreenRock Healthcare Capital as CSCDA Open PACE commercial administrator.
- 10. Consideration of Amended and Restated Agreement for Executive Director Services.
- 11. Fortfi PACE Update (Information Only).
- 12. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (one potential case)

**C. STAFF ANNOUNCEMENTS, REPORTS ON ACTIVITIES OR REQUESTS**

- 13. Executive Director Update.
- 14. Staff Updates.
- 15. Adjourn.

**NEXT MEETING:** Thursday, March 18, 2021 at 2:00 p.m.

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

**CONSENT CALENDAR**

1. Inducement of The Richman Group and Brilliant Corners (Avalon 1355), City of Los Angeles, County of Los Angeles; issue up to \$30 million in multi-family housing revenue bonds.
2. Consideration of San Bernardino Flood Control District as new member to CSCDA.
3. Consideration of KeyBanc Capital Markets as broker-dealer for White Oak Advisors for commercial PACE transactions.

March 4, 2021



## TABLE OF CONTENTS

### March 4, 2021

|         |                                |      |    |
|---------|--------------------------------|------|----|
| Item 2  | February 18, 2021 Minutes      | Page | 5  |
| Item 3  | Consent Calendar               | Page | 8  |
| Item 5  | SCIP – The Arbors              | Page | 16 |
| Item 6  | Open PACE Handbook             | Page | 18 |
| Item 7  | Poppy Bank Open PACE Documents | Page | 19 |
| Item 8  | Bayview Asset Management       | Page | 20 |
| Item 9  | GreenRock Healthcare Capital   | Page | 22 |
| Item 10 | Executive Director Services    | Page | 24 |
| Item 11 | Fortifi PACE Update            | Page | 36 |
| Item 12 | Closed Session                 | Page | 41 |

#### CSCDA Community Improvement Authority

|        |                               |      |    |
|--------|-------------------------------|------|----|
| Item 2 | February 4, 2021 Minutes      | Page | 45 |
| Item 3 | Consent Calendar              | Page | 47 |
| Item 5 | Oceanaire – Long Beach        | Page | 50 |
| Item 6 | Executive Director Services   | Page | 62 |
| Item 7 | Professional Services Account | Page | 74 |



## MINUTES

### REGULAR MEETING OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

February 18, 2021 at 2:00 p.m.

Commission Chair Kevin O'Rourke called the meeting to order at 2:02 pm.

1. Roll Call.

Commission members participating via teleconference: Kevin O'Rourke, Tim Snellings, Brian Moura, Jordan Kaufman, Brian Stiger, and Niroop Srivatsa.

Others participating via teleconference: Cathy Bando, CSCDA Executive Director; James Hamill, Bridge Strategic Partners; Sendy Young, CSAC Finance Corporation; Trisha Ortiz, Richards Watson & Gershon; Bob Giles, PACE Funding; Ryan Griffin, PACE Funding; Mark Schmidt, PACE Funding; Chris Nard, Fortifi.

2. Consideration of the Minutes of February 4, 2021 Regular Meeting.

The Commission approved the February 4, 2021 Regular Meeting minutes.

***Motion to approve by B. Stiger. Second by T. Snellings. Unanimously approved by roll-call vote. B. Moura and N. Srivatsa were not in attendance at the time of approval and did not vote.***

3. Consideration of the Consent Calendar.

The Commission approved the Consent Calendar.

1. Consideration of amendments to CaliforniaFirst PACE Master Indentures.

***Motion to approve by J. Kaufman. Second by B. Stiger. Unanimously approved by roll-call vote. B. Moura and N. Srivatsa were not in attendance at the time of approval and did not vote.***

4. Public Comment.

There was no public comment.

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. Grand & Linden Family Apartments, LP (Grand & Linden Family Apartments), City of South San Francisco, County of San Mateo; issue up to \$60,000,000 in multi-family housing revenue bonds.

Executive Director Bando gave an overview of the project, and the financing complies with CSCDA's general and issuance policies for unrated debt. The project is the new construction of an 84-unit rental housing project. 100% of the units will be rent restricted for low-income tenants. This is ROEM's 15<sup>th</sup> financing with CSCDA. CSCDA's Executive Director recommended that the Commission adopt the resolution.

***Motion to approve by B. Moura. Second by B. Stiger. Unanimously approved by roll-call vote.***

- b. St. Michaels, LP (St. Michaels Apartments), City of Riverside, County of Riverside; issue up to \$15,000,000 in multi-family housing revenue bonds.

Executive Director Bando gave an overview of the project, and the financing complies with CSCDA's general and issuance policies for unrated debt. The project is the new construction of an 50-unit rental housing project. 100% of the units will be rent restricted for low-income tenants. The Project is CDP's eighth financing with CSCDA. CSCDA's Executive Director recommended that the Commission adopt the resolution.

***Motion to approve by T. Snellings. Second by N. Srivatsa. Unanimously approved by roll-call vote.***

6. Community facilities District No. 2020-02, Improvement Area No.1 (Atwell):
- a. Consider the following resolution with respect to Community Facilities District No. 2020-02, Improvement Area No. 1 (Atwell):
- i. Resolution approving the issuance of the California Statewide Communities Development Authority Community Facilities District No. 2020-02, Improvement Area No. 1 (Atwell), Special Tax Bonds, Series 2021; authorizing the execution and delivery of an indenture providing for the issuance of such bonds; approving a bond purchase contract providing for the sale of such bonds; approving an official statement; approving a continuing disclosure certificate; authorizing the sale of such bonds; and authorizing related actions and the execution of related documents

***Motion to approve by B. Stiger. Second by J. Kaufman. Unanimously approved by roll-call vote.***

7. PACE Funding Group Update (Information Only).

PACE Funding partners gave a detailed update on current PACE practices.

8. Executive Director Update.

Executive Director Bando had no update.

9. Staff Update.

Staff had no update.

10. Adjourn.

The meeting was adjourned at 2:40 p.m.

Submitted by: Sendy Young, CSAC Finance Corporation

**NEXT MEETING:** Thursday, March 4, 2021 at 2:00 p.m.



**CSCDA**  
CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY

## Agenda Item No. 3

### Agenda Report

**DATE:** March 4, 2021  
**TO:** CSCDA COMMISSIONERS  
**FROM:** Cathy Bando, Executive Director  
**PURPOSE:** Consent Calendar

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#### SUMMARY:

3. Consideration of KeyBanc Capital Markets as broker-dealer for White Oak Advisors for commercial PACE transactions.

*White Oak Advisors is an approved CSCDA Open PACE commercial PACE provider. In consultation with PACE counsel, Jones Hall, it has been determined in certain commercial PACE transactions a broker-dealer should be used as part of the financing structure. White Oak Advisors requests that KeyBanc Capital Markets be appointed as its broker-dealer. KeyBanc has completed a number of transactions with CSCDA. Recommend approval.*

Documents: <https://www.dropbox.com/sh/djbs712gnrd31jr/AAB6nrCEZ7p-SgDmqGR5hMC9a?dl=0>



**RESOLUTION NO. 21H-\_\_**

**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 March 4, 2021.

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 March 4, 2021.

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

| <b>Project Name</b> | <b>Project Location</b>                       | <b>Project<br/>Description<br/>(units)</b> | <b>New<br/>Construction/<br/>Acquisition and<br/>Rehabilitation</b> | <b>Legal Name of initial<br/>owner/operator</b> | <b>Bond Amount</b> |
|---------------------|---|--|---|---|--------------------|
| Avalon 1355         | City of Los Angeles,<br>County of Los Angeles | 54   | New Construction  | The Richman Group and Brilliant<br>Corners      | \$30,000,000       |

## **RESOLUTION NO. 21R-2**

### **RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY APPROVING AND RATIFYING THE ADDITION OF PROGRAM PARTICIPANTS TO THE AUTHORITY**

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WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a public entity of the State of California, duly organized and existing pursuant to the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the California Government Code, and the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “JPA Agreement”); and

WHEREAS, pursuant to Section 13 of the JPA Agreement, the Authority may add a qualifying public agency to become a Program Participant (as defined in the JPA Agreement) upon (i) receipt from such public agency of an executed counterpart of the JPA Agreement, together with a certified copy of the resolution of the governing body of such public agency approving the JPA Agreement and the execution and delivery thereof and (ii) the approval of the Commission of the Authority to add such public agency as a Program Participant; and

WHEREAS, this Commission of the Authority desires to approve and ratify the admission of the public entities listed in Schedule A attached hereto and incorporate herein by reference (the “Applicants”) as Program Participants of the Authority; and

WHEREAS, this Commission hereby finds and determines that the Applicants are qualified to be added as parties to the JPA Agreement and to become Program Participants of the Authority; and

WHEREAS, the Applicants have, respectively, filed with the Authority executed counterparts to the JPA Agreement, together with certified copies of the resolutions approving the JPA Agreement and the execution and delivery thereof;

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

Section 1. This Commission hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The addition of the Applicants as Program Participants is hereby approved, confirmed and ratified, and any actions heretofore taken on behalf of any such Applicants is hereby approved, confirmed and ratified.

Section 3. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the California Statewide Communities Development Authority on March 4, 2021.

\* \* \* \* \*

I, the undersigned, a duly appointed, and qualified Authorized Signatory of the Commission 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 March 4, 2021.

By \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**  
**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**  
**PROGRAM PARTICIPANTS**

**1. San Bernardino Flood Control District**

## **Agenda Item No. 5**

### **Agenda Report**

**DATE:** March 4, 2021

**TO:** CSCDA COMMISSIONERS

**FROM:** Cathy Bando, Executive Director

**PURPOSE:** Conduct proceedings with respect to the Statewide Community Infrastructure Program (“SCIP”) for an Assessment District (the “Assessment District”) for The Arbors project in the County of Yuba.

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#### **BACKGROUND AND SUMMARY:**

On January 7, 2021 the Commission approved the resolution of intention and set the public hearing for today’s meeting for The Arbors project in Yuba County (the “Project”). The actions requested today by the Commission are the second steps in connection with the Project expected to be included in the SCIP 2021A pool. The Project is off the normal resolution of intention cycle for 2021A due the stage of development, and the upcoming sale of properties prior to the formation of the rest of the 2021A pool.

The Project will include the financing of approximately \$1.3MM in impact fees for 66 single-family units.

The actions and resolutions to be considered today are the following include the following:

1. Open consolidated assessment districts public hearing.
2. Close consolidated assessment districts public hearing.
3. Open assessment ballots and announce results.
4. Resolution approving final engineer’s reports, levying assessments, ordering the financing of specified development impact fees and capital improvements, confirming the amount of unpaid assessments and directing related actions.

Documents and resolutions:

[https://www.dropbox.com/sh/ijitvn4i959jb43/AAA7AqDLskn8mDv\\_4Mcqrqx8a?dl=0](https://www.dropbox.com/sh/ijitvn4i959jb43/AAA7AqDLskn8mDv_4Mcqrqx8a?dl=0)

The approval of the issuance of the bonds for the Project will be brought back to the Commission with the other 2021A projects at the April 1, 2021 meeting.



**RECOMMENDED ACTION:**

CSCDA's Executive Director recommends conducting the proceedings and consider resolutions for the Statewide Community Infrastructure Program for The Arbors project in the County of Yuba.



## Agenda Item No. 6

### Agenda Report

**DATE:** March 4, 2021  
**TO:** CSCDA COMMISSIONERS  
**FROM:** Cathy Bando, Executive Director  
**PURPOSE:** Consideration of updates to Open PACE Handbook.

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#### EXECUTIVE SUMMARY:

The foundational requirements of CSCDA's Open PACE program are outlined in the Open PACE Handbook (the "Handbook"). After reviewing the Handbook, the following changes are recommended, and have been reviewed and approved by the Economic, Innovation and Sustainability Committee.

1. Remove list of all Open PACE providers as CSCDA has been adding new administrators.
2. Allows for variable rate financings for commercial PACE only projects. This request by commercial PACE providers has been reviewed and approved by all commercial PACE counsels. This will not be permitted for residential PACE.
3. Change contact from Laura Labanieh to James Hamill.

A link to the redline of the changes is as follows:

[https://www.dropbox.com/sh/qt3zfrovbhnao7x/AAA\\_KHXxQt7w\\_AwZOC27oS3ea?dl=0](https://www.dropbox.com/sh/qt3zfrovbhnao7x/AAA_KHXxQt7w_AwZOC27oS3ea?dl=0)

The changes have been reviewed by Jones Hall; Orrick, Herrington & Sutcliffe and Stradling, Yocca, Carlson & Rauth who all act as CSCDA Open PACE counsel.

#### RECOMMENDED ACTION:

CSCDA's Executive Director recommends approval of the updated Open PACE Handbook.



## **Agenda Item No. 7**

### **Agenda Report**

**DATE:** March 4, 2021

**TO:** CSCDA COMMISSIONERS

**FROM:** Cathy Bando, Executive Director

**PURPOSE:** Consideration of updated Poppy Bank Open PACE documents for commercial PACE

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#### **EXECUTIVE SUMMARY:**

As part of the update to CSCDA's Open PACE Handbook, variable rate financings are authorized for commercial PACE projects. Poppy Bank, a CSCDA Open PACE administrator, is requesting that its documents are updated to include the variable rate mode.

Jones Hall as PACE counsel has reviewed and drafted the requested changes.

#### **RECOMMENDED ACTION:**

CSCDA's Executive Director recommends approval of the updated Poppy Bank Open PACE documents to include a variable rate mode for commercial PACE.

Documents:

<https://www.dropbox.com/s/akq3mkv2jqwu4cg/Resolution%20Approving%20Variable%20Rate%20Bond%20Documents%20and%20Administrative%20Cap-Poppy%20Bank%20%282021-1-16%20JH%20CLN%29.DOCX?dl=0>



## Agenda Item No. 8

### Agenda Report

**DATE:** March 4, 2021

**TO:** CSCDA COMMISSIONERS

**FROM:** Cathy Bando, Executive Director

**PURPOSE:** Consideration of Bayview Asset Management as a commercial Open PACE Program Administrator.

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#### EXECUTIVE SUMMARY:

CSCDA received a proposal from Bayview Asset Management (“Bayview”) to be a commercial PACE-only program administrator under the CSCDA Open PACE program. The proposal was reviewed by the Economic, Innovation and Sustainability Committee, and the Committee recommends approval.

#### OVERVIEW:

##### Bayview

- Bayview has deep commercial loan experience across multiple platforms.
- Commercial PACE team lead by Anne Hill formerly of Stonehill PACE who have completed six commercial PACE transactions under Open PACE.
- Direct access to funding for commercial PACE transactions versus third-party warehouse lines of credit or equity lines.

Bayview exceeds all of the CSCDA Program Administrator requirements as outlined below:

1. Program administration contract with CSCDA;
2. Exclusively offer C-PACE through CSCDA only in California;
3. Minimum of \$25MM in capital available for financing C-PACE loans. Availability of capital needs to be evidenced by a capital commitment letter or letter of intent; ***Bayview’s balance sheet currently exceeds \$16B.***
4. Minimum transaction size \$2MM;
5. C-PACE finance team established including bond counsel, assessment engineer and trustee;
6. Minimum 2 years of C-PACE or similar financing experience; ***Bayview team has 3+ years’ experience in CPACE.***
7. Ability to manage delinquency of assessments.

8. Upon Commission approval of program handbook and documents, individual C-PACE transactions do not need to be approved by the CSCDA Commission.

CSCDA's General Counsel has reviewed the Open PACE administration agreement with Bayview.

**RECOMMENDED ACTION:**

CSCDA's Executive Director recommends approval of Bayview as a new commercial Open PACE Program Administrator.

CSCDA Open PACE Administrator Contract:

[https://www.dropbox.com/sh/iej30j452rvgepr/AAASSrF3AZPI4ia9xD8bC\\_yHa?dl=0](https://www.dropbox.com/sh/iej30j452rvgepr/AAASSrF3AZPI4ia9xD8bC_yHa?dl=0)



## **Agenda Item No. 9**

### **Agenda Report**

**DATE:** March 4, 2021

**TO:** CSCDA COMMISSIONERS

**FROM:** Cathy Bando, Executive Director

**PURPOSE:** Consideration of GreenRock Healthcare Capital as a commercial Open PACE Program Administrator

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#### **EXECUTIVE SUMMARY:**

CSCDA received a proposal GreenRock Healthcare Capital (GRHC) for commercial PACE-only program administrator under the CSCDA Open PACE program. The proposal was reviewed by the Economic, Innovation and Sustainability Committee, and the Committee recommends approval.

#### **OVERVIEW:**

##### **GRHC**

- GRHC is focused on delivering CPACE financing to owners, developers & tenants in the \$1.7 trillion healthcare real estate market.
- GRHC's CPACE solutions allow healthcare real estate owners to lower their operating expenses, create healthier environments for occupants and support ESG goals.
- GRHC's capital markets platform will drive efficiency in the general CPACE market & improved execution.
- GRHC is committed to continued CPACE product improvement, thus providing increased benefit to healthcare providers and helping to drive general growth in the CPACE market.
- GRHC will direct a portion of our revenue to philanthropic endeavors related to cancer & pediatric research & care.

- GRHC has assembled a seasoned team of executives & advisors to capture & scale this market opportunity. The team includes executives who have worked with CSCDA through other PACE providers.

GRHC exceeds all of the CSCDA Program Administrator requirements as outlined below:

1. Program administration contract with CSCDA;
2. Exclusively offer C-PACE through CSCDA only in California;
3. Minimum of \$25MM in capital available for financing C-PACE loans. Availability of capital needs to be evidenced by a capital commitment letter or letter of intent; ***GRHC currently has a \$100MM warehouse line to fund CPACE projects.***
4. Minimum transaction size \$2MM;
5. C-PACE finance team established including bond counsel, assessment engineer and trustee;
6. Minimum 2 years of C-PACE or similar financing experience; ***GRHC team has 9+ years' experience in CPACE.***
7. Ability to manage delinquency of assessments.
8. Upon Commission approval of program handbook and documents, individual C-PACE transactions do not need to be approved by the CSCDA Commission.

CSCDA's General Counsel has reviewed the Open PACE administration agreement with GRHC

#### **RECOMMENDED ACTION:**

CSCDA's Executive Director recommends the approval of GRHC as a new commercial Open PACE Program Administrator.

CSCDA Open PACE Administrator Contract and Documents:

<https://www.dropbox.com/sh/8ruxhmm93lwww5o/AADiilHZ0QpM1ZD5c117O7u1a?dl=0>



## **Agenda Item No. 10**

### **Agenda Report**

**DATE:** March 4, 2021

**TO:** CSCDA COMMISSIONERS

**FROM:** Kevin O'Rourke

**PROJECT:** CSCDA Agreement with Executive Director

**PURPOSE:** Consideration of an Amended and Restated Agreement between California Statewide Communities Development Authority and Catherine W. Barna for Executive Director Services

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#### **EXECUTIVE SUMMARY:**

An Administrative Ad Hoc Committee consisting of Commissioners Tim Snellings, Brian Moura and I was established to review the Executive Director's Services Agreement (the "Agreement"). The original Agreement with Catherine Bando was established on January 16, 2014 and was Amended and Restated on September 1, 2016. The current agreement does not engage the Executive Director for services to the four additional CSCDA entities; California Statewide Communities Development Corporation, CaLease Public Funding Corporation, and California Statewide Financing Authority (collectively, such entities being the "CSCDA-Related Entities"), and CSCDA-CIA (with CSCDA-Related entities, the "CSCDA Entities.").

#### **SUMMARY OF RECOMMENDED CHANGES TO THE AGREEMENT:**

The Ad Hoc Committee is recommending that the Agreement be expanded to include the CSCDA Entities. It is recommended that compensation for the CSCDA-Related Entities remain unchanged at the monthly retainer rate of \$5,000 for 40 hours of services. Compensation for CSCDA-CIA services will be an additional \$5,000 monthly retainer for 40 hours of service. To the extent the services of the Executive Director exceed 40 hours for either entity, the Executive Director may bill at an hourly rate of \$200. The basic services are described in Exhibit A to the proposed new services agreement. The new agreement has also been changed to reflect the Executive Director's married name, Catherine W. Barna.

CSCDA-CIA will meet separately to consider the Agreement and to establish a Professional Services Account to pay the additional costs of the Agreement.

The new agreement was prepared and has been approved by CSCDA's General Counsel, CSAC, the League of California Cities, and BSP, and will have a January 1, 2021 effective date.

#### **RECOMMENDATION:**



The Program Management Ad Hoc Committee recommends approval of the Amended and Restated Agreement for Services with the Executive Director.

**ATTACHMENT A**

## **AMENDED AND RESTATED**

### **AGREEMENT BY AND AMONG CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, CSCDA COMMUNITY IMPROVEMENT AUTHORITY, AND CATHERINE W. BARNA FOR EXECUTIVE DIRECTOR SERVICES**

**THIS AMENDED AND RESTATED AGREEMENT** is made and entered into as of this 1<sup>st</sup> day of January, 2021 by and among California Statewide Communities Development Authority (the "CSCDA"), CSCDA Community Improvement Authority (the "CSCDA CIA"), and Catherine Barna, hereinafter referred to as "Contractor" and together with CSCDA and CSCDA CIA, the "Parties" with each being a "Party."

#### **RECITALS:**

**WHEREAS**, CSCDA and CSCDA CIA (together, the "CSCDA Entities") desire to retain a person or firm to provide Executive Director Services as an independent contractor;

**WHEREAS**, CSCDA wishes to extend such Executive Director Services to its related entities, being California Statewide Communities Development Corporation, CaLease Public Funding Corporation, and California Statewide Financing Authority (collectively, such entities being the "CSCDA-Related Entities"); and

**WHEREAS**, Contractor warrants that she is qualified and competent to render these services;

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

#### **1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

#### **2. FURNISHED SERVICES:**

CSCDA Entities agree to:

- A. Provide access to any facilities necessary for the performance of this Agreement, including but not limited to available office space that may be necessary from time to time at the offices of CSCDA Entities' Program Administrators. Notwithstanding the foregoing, Contractor will be responsible for establishing and maintaining at her expense Contractor's regular office for the performance of the services required by this Agreement.
- B. Make available all pertinent data and records for Contractor's use and review in performing services under this Agreement.

### **3. FEES AND PAYMENT SCHEDULE:**

CSCDA shall pay Contractor a monthly retainer of \$5,000 representing compensation for an estimated average of 40 hours per month for basic services provided to the CSCDA Related Entities, as described in Exhibit A to this Agreement (the “CSCDA Services”), and CSCDA CIA shall pay Contractor a monthly retainer of \$5,000 representing compensation for an estimated average of 40 hours per month for basic services provided to CSCDA CIA, as described in Exhibit A to this Agreement (the “CSCDA CIA Services”). To the extent the Contractor is requested to perform additional services which are beyond the CSCDA Services and to the extent such additional services require in excess of an estimated average of 40 hours per month, the Contractor may bill CSCDA for such excess hours or additional services at a rate of \$200 per hour. To the extent the Contractor is requested to perform additional services which are beyond the CSCDA CIA Services and to the extent such additional services require in excess of an estimated average of 40 hours per month, the Contractor may bill CSCDA CIA for such excess hours or additional services at a rate of \$200 per hour. The billing rate shall remain in effect for the term of this Agreement unless the CSCDA Entities approve a rate change. Contractor shall be paid for travel and lodging expenses in attending the meetings of the CSCDA Entities’ legislative bodies or other meetings which are required to fulfill the Executive Director services. CSCDA Entities will reimburse Contractor for reasonable telephone charges and printing costs incurred in connection with the required work for such entities, respectively. Contractor also shall be paid for any unanticipated extraordinary expenses incurred in performing this Agreement provided that such expenses are approved in advance in writing by letter or email by the Chair of the CSCDA Entities. Contractor will provide bank details to CSCDA Entities and CSCDA Entities will pay the monthly retainer within 15 days of the conclusion of each month as long as this Agreement is in effect. Contractor will provide documentation for expenses incurred and shall provide monthly invoices for expenses. CSCDA Entities shall pay properly documented expense invoices within 15 days of receipt. Contractor shall provide CSCDA Entities with her Federal Tax I.D. number.

### **4. TERM OF AGREEMENT:**

This Agreement shall commence on January 1, 2021 and shall continue in effect until terminated as provided herein. This Agreement may be terminated without cause upon thirty (30) days prior written notice by either Contractor or the CSCDA Entities. This Agreement may be terminated by the CSCDA Entities immediately for cause. For the purposes of this Agreement, cause shall mean conviction of a misdemeanor involving the services provided under this Agreement or conviction of any felony. Cause also shall mean the unexcused failure to satisfactorily perform services required by this Agreement after either of the CSCDA Entities provides written notice to correct such failure and Contractor continues to fail to satisfactorily perform such services for a period of fifteen (15) days or more. The notice to correct shall specifically describe the services that Contractor has failed to perform satisfactorily. Upon termination without cause, Contractor shall be paid for all services performed to the date of termination.

**5. INSURANCE:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CSCDA Entities. The auto liability policy shall be endorsed naming each of the CSCDA Entities and CSCDA-Related Entities as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the CSCDA Entities prior to commencement of work hereunder. Each certificate shall provide for thirty (30) days advance written notice to CSCDA Entities of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only.

Nothing herein shall be construed as a limitation on Contractor's indemnification obligations under Section 15 of this Agreement

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

**5.1 AUTO LIABILITY**

Contractor shall provide comprehensive automobile liability coverage in the minimum amount of five hundred thousand dollars (\$500,000.00) per accident.

**5.2 WORKERS' COMPENSATION**

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CSCDA Entities prior to commencement of work.

**6. NONDISCRIMINATORY EMPLOYMENT:**

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

**7. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without the prior written approval of the CSCDA Entities. If Contractor is authorized to hire a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor and shall require subcontractor to name Contractor and CSCDA Entities as additional insureds. It shall be

Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and forward such evidence of insurance to CSCDA.

**8. ASSIGNMENT:**

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the CSCDA Entities.

**9. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Agreement. These documents and records shall be retained for at least five years from the completion of this Agreement. Contractor will permit CSCDA Entities to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Contractor who participated in this Agreement in any way. Any audit may be conducted on Contractor's premises or, at CSCDA Entities' option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from either of the CSCDA Entities. Contractor shall refund any monies erroneously charged within 30 days after such erroneous charges are discovered.

**10. OWNERSHIP OF RECORDS:**

Any and all documents, information and reports prepared by the Contractor in performing services under this Agreement, shall be the property of the CSCDA Entities. The Contractor may retain copies of these documents. In the event of the termination of this Agreement, for any reason whatsoever, Contractor shall promptly turn over all information, documents, and records to CSCDA Entities without exception or reservation.

**10. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the CSCDA Entities or CSCDA-Related Entities. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation. Contractor shall have no authority to enter into any binding obligations on behalf of any of the CSCDA Entities or CSCDA-Related Entities unless expressly approved by such CSCDA Entities or CSCDA-Related Entities.

**11. AMENDMENT:**

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

**12. JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sacramento County, California.

**13. INDEMNIFICATION:**

CSCDA Entities agree to indemnify and defend Contractor from any claims and liabilities that arise from the performance of the services required by this Agreement. Contractor agrees to indemnify, defend, and hold harmless CSCDA Entities, their employees, officers, contractors, consultants and agents, from any claims or liabilities arising from any acts, omissions or other wrongful conduct of Contractor outside the scope of services required by this Agreement.

**14. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and regulations affecting services covered by this Agreement.

**15. FORCE MAJEURE:**

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) Notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

**16. NOTICES:**

This Agreement shall be managed and administered on CSCDA Entities' behalf by the Chair of the CSCDA Commission. All invoices shall be submitted to and approved by the Chair as Contract Manager. All notices shall be given to CSCDA Entities at the following location:

|                      |   |
|----------------------|---|
| Contract<br>Manager: | Chair of the Commission, CSCDA  |
| Location:            | Office of the Executive Director<br>California State Association of Counties<br>1100 K Street Suite 101<br>Sacramento, CA 95814 |

With a copy to the CSCDA's General Counsel:

CSCDA  
General  
Counsel

Trisha Ortiz

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Address:

Richard Watson & Gershon  
One Sansome Street, Suite 2850  
San Francisco, CA 94104

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Notices shall be given to Contractor at the following address:

Contractor:

Catherine W. Barna

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Address:

10564 Cheviot Drive  
Los Angeles, CA 90064

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**17. Prior Agreement Terminated:**

This Agreement supersedes that certain prior agreement between the Parties, dated September 1, 2016, which agreement is hereby terminated.

*[remainder of page intentionally left blank]*



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

**CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT  
AUTHORITY:**

By: \_\_\_\_\_  
Kevin O'Rourke, Chair

**CSCDA COMMUNITY IMPROVEMENT  
AUTHORITY:**

By: \_\_\_\_\_  
Kevin O'Rourke, Chair

**CONTRACTOR:**

By: \_\_\_\_\_  
Catherine W. Barna

## **EXHIBIT A**

### **SCOPE OF SERVICES FOR EXECUTIVE DIRECTOR**

The Executive Director shall perform the following services (for the purposes of this Exhibit A, the term “CSCDA Entities” shall include CSCDA, CSCDA CIA, and the CSCDA-Related Entities):

#### **BASIC SERVICES**

As part of the monthly retainer, the Executive Director shall provide basic services as needed which include:

1. Acting as agent of the CSCDA Entities for the administration of all CSCDA Entities’ functions and policies
2. Monitoring and responding to written and telephonic correspondence in a timely manner
3. Management of the services from CSCDA Entities’ Primary Contractors who report directly to the CSCDA Entities
  - i. The Primary Contractors include the Program Administrators, General Counsel, Authority Counsel, the Auditor, Public Policy Advocacy Contractors and Public Relations Firms
  - ii. CSCDA Entities’ Program Administrators currently are Bridge Strategic Partners, the California State Association of Counties, the League of California Cities
4. Additional Contractors report directly to the Executive Director and include but are not limited to the Housing Compliance Service Provider, PACE Administrators, IT Consultants and Bond Counsel. The day-to-day activities of Additional Contractors will be managed by the CSCDA Entities’ Program Administrators
5. Management of the CSCDA Entities’ work with other local, state, and federal agencies, including but not limited to counties and cities, the State Controller’s Office, the State Treasurer’s Office and the Internal Revenue Service
6. Analysis and interpretation of financial and program data relating to CSCDA Entities’ activities which is maintained by CSCDA Entities’ Program Administrators
7. Perform the continuous review of CSCDA Entities expenditures throughout the fiscal year to determine that expenditures are necessary and in accordance with CSCDA Entities’ policies
8. Review and approve disbursements on behalf of the CSCDA Entities
9. Prepare an annual budget for CSCDA Entities based on information maintained by the Program Administrators
10. Present quarterly financial reports to the CSCDA Entities based on information maintained by the Program Administrators
11. Present semi-annual program reports to the CSCDA Entities based on information maintained by the Program Administrators
12. Review and sign-off on CSCDA Entities’ compliance requirements of SB 99.
13. Attend meetings of the CSCDA Entities in person, as needed, or telephonically, and make recommendations on all actions submitted to the CSCDA Entities for consideration

14. Analyze and recommend policies and procedures for the orderly conduct of CSCDA Entities administrative affairs
15. Represent the CSCDA Entities as needed in relationships with governmental agencies, local government associations and municipal bond associations
16. Manage CSCDA Entities' responses to requests from the IRS and any other local, state, or federal regulatory agency based on information maintained by the Program Administrators
17. Propose CSCDA Entities' policy and procedure changes for review and approval by such CSCDA Entities based on changing market conditions
18. Analyze potential new finance programs, present opportunities to the CSCDA Entities and work with contractors to develop and implement plans for new programs approved by the CSCDA Entities.
19. Manage CSCDA Entities' response to Public Records Act requests and coordinate such responses with the Program Administrators.

### **ADDITIONAL SERVICES**

The following additional services will be provided by the Executive Director as directed by the any of the CSCDA Entities which may fall outside the monthly retainer.

1. Direct surveys and studies on administrative and budgetary subjects and make recommendations to the CSCDA Entities
2. Conduct requests for proposals for professional services based upon CSCDA Entities' contracting policy or at the direction of the CSCDA Entities
3. Provide responses to subpoenas and provide depositions or court testimony relating to pending litigation
4. Other services as may be requested by any of the CSCDA Entities.

# FortiFi



CSCDA Board Meeting

March 4, 2021

Chris Nard  
FortiFi, CEO

## FortiFi 2020 Overview

- Company re-branded and added new experienced management in 2020
  - CEO, CFO and General Counsel
- 2020 FortiFi actions
  - Hired experienced consumer lending executives
  - Implement updated risk management processes reflective of new PACE risks and responsibilities
  - Implemented enhanced compliance committee functions (patterned on CFPB experience)
    - Assure all issues seen by senior management team and tracked consistently over time
    - Complaints, surveys response, regulatory changes
  - Broaden the business
- Recent PACE History
  - **2018 and prior** - Assessments that receive public attention largely originated in this during this time period
  - **Post 2019** - Post regulation, more experienced managers
  - **Mid-Year 2021 forward** - DFPI (fka DBO) 80 pages of new compliance and contractor management regulations effective *(7.1.21 estimated)*

## Risk Management Processes to Assure Quality Assessments

- PACE is an important product – management intensive origination process
  - Property owner identification
    - Three separate technologies utilized to assure proper borrower identification
      - OnFido – Facial recognition / ID verification software
      - Ekata – Confirms ownership and duration of email address, phone service and IP address
      - Ideology – a “question based” identity verification
  - Recorded welcome calls (confirmation of terms)
    - Assures property owner understands the terms of the transaction
    - Key to success - management oversight and audit
    - Customer service reps - ability to end call if something appears unusual or the borrower is unsure of the nature of the transaction
  - Underwriting - Ability to pay verification, current on mortgage and taxes
  - Construction completion verification
    - Completion Certificate - contractor and property owner sign
    - Recorded Closing Call – covers construction satisfaction and how to make the first payment
    - Independent 3<sup>rd</sup> party in person inspection - completed on every assessment
      - Roughly 75% completed prior to funding / 25% within 30 days of funding
  - Customer satisfaction survey given to every property owner after funding / 15%-16% response rate on closed assessments

## Continued Risk Management Focus and Priorities - 2021

- Create new processes to assure the appropriateness of assessments made to senior aged property owners
- Exposures requiring additional oversight when seniors are involved
  - Is the assessment necessary?
  - Does the property owner understand the terms of the transaction?
  - Strict oversight of the change order process
- Contemplated adjustments to policies for senior property owners
  - In person “pre-construction” inspections of high-risk transactions when the property owner is over 75 years of age
  - Second welcome call review when borrower is over 75 years of age
  - Change orders over 20% of the original cost of the project trigger a confirmation call to the property owner to verify understanding and necessity

## Continued Risk Management Focus and Priorities - 2021

- Enhanced contractor onboarding and ongoing contractor risk management
  - Contractor environment
    - High risk industry with frequent turnover
    - Little capital, insignificant barriers to entry, significant economics, regulation enforcement difficult to execute
  - Challenge - how to spot changes in contractor behaviors and practices after onboarding
    - All essentially start of good at on-boarding but behaviors can change as personnel and economic environment changes
    - Monitoring of social media appears to be where behavior changes can first be spotted
  - Hold bad contractors accountable inappropriate behavior
    - Demand for repayment
    - DFPI reporting
    - CSLB reporting
    - Legal action where appropriate
    - FortiFi – ECO Tech experience in seeking restitution





Trisha Ortiz

T 415.421.8484  
F 415.421.8486  
E tortiz@rwglaw.com

1 Sansome Street, Suite 2850  
San Francisco, CA 94104-4811  
rwglaw.com

## MEMORANDUM

TO: California Statewide Communities Development Authority Commission

CC: Catherine Bando, Executive Director

FROM: Trisha Ortiz, General Counsel

DATE: March 1, 2021

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (one potential case)

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At the March 4, 2021 meeting, the Commission will hold a closed session to confer with its legal counsel about significant exposure to litigation pursuant to paragraph 2 of subdivision (d) of Section 54956.9 of the California Government Code. A point has been reached where, based on existing facts and circumstances, there is a significant exposure to litigation against CSCDA. Those facts and circumstances consist of a statement threatening litigation in connection with a California Public Records Act request, which threat was made in a letter from Davis Wright Tremaine LLP, dated February 9, 2021.

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**CSCDA**  
COMMUNITY IMPROVEMENT  
AUTHORITY



## **REGULAR MEETING AGENDA**

**March 4, 2021**

**2:00 p.m. or upon adjournment of the CSCDA Regular Meeting**

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

### **A. OPENING AND PROCEDURAL ITEMS**

1. Roll Call.

\_\_\_\_ Kevin O'Rourke, Chair  
\_\_\_\_ Tim Snellings, Vice Chair  
\_\_\_\_ Brian Moura, Secretary  
\_\_\_\_ Jordan Kaufman, Treasurer  
\_\_\_\_ Dan Mierzwa, Member

\_\_\_\_ Marcia Raines, Member  
\_\_\_\_ Brian Stiger, Member  
\_\_\_\_ Niroop Srivatsa, Alt. Member

2. Consideration of the Minutes of the February 4, 2021 Regular Meeting.

3. Consent Calendar

4. Public Comment.

### **B. ITEMS FOR CONSIDERATION AND ACTION**

5. Consideration of a resolution authorizing the acquisition and ownership of a multifamily rental housing facility (Oceanaire Apartments, City of Long Beach, County of Los Angeles), and issue an amount not to exceed \$160,000,000 in revenue bonds.

This \_\_\_\_ page agenda was posted at 1100 K Street, Sacramento, California on \_\_\_\_\_, 20\_\_ at \_\_\_\_: \_\_\_\_m, Signed \_\_\_\_\_. Please email signed page to [info@cscda.org](mailto:info@cscda.org)

6. Consideration of agreement for Executive Director services.
7. Consideration of the Establishment of a CSCDA-CIA Professional Services Account.

**C. STAFF ANNOUNCEMENTS, REPORTS ON ACTIVITIES OR REQUESTS**

8. Executive Director Update.
9. Staff Updates.
10. Adjourn.

**CSCDA COMMUNITY IMPROVEMENT AUTHORITY**

**CONSENT CALENDAR**

1. Consideration of resolution approving and ratifying the addition of additional members to the Authority.

March 4, 2021



## MINUTES

### REGULAR MEETING AGENDA OF THE CSCDA COMMUNITY IMPROVEMENT AUTHORITY

**February 4, 2021**

**2:00 p.m. or upon adjournment of the CSCDA Regular Meeting**

Commission Secretary Brian Moura called the meeting to order at 2:33 pm.

1. Roll Call.

Commission members participating via teleconference: Brian Moura, Jordan Kaufman, Dan Mierzwa, Marcia Raines and Niroop Srivatsa.

Others participating via teleconference: Cathy Bando, CSCDA Executive Director; James Hamill, Bridge Strategic Partners; Jon Penkower, Hamill, Bridge Strategic Partners; Norman Coppinger; Alan Fernandes, CSAC Finance Corporation; Sendy Young, CSAC Finance Corporation; Tricia Ortiz, Richards Watson & Gershon; Peter Pierce, Richards Watson & Gershon; and Patricia Eichar, Orrick, Herrington & Sutcliffe.

2. Consideration of the Minutes of the January 7, 2021 Regular Meeting.

The Commission approved the January 7, 2021 Regular Meeting minutes.

***Motion to approve by D. Mierzwa. Second by N. Srivatsa. Unanimously approved by roll-call vote.***

3. Public Comment.

There was no public comment.

4. Consideration of a resolution authorizing the acquisition and ownership of a multifamily rental housing facility (Jefferson Platinum Triangle, City of Anaheim, County of Orange) and issue an amount not to exceed \$225,000,000 in revenue bonds.

Executive Director Bando gave an overview of the project, and the acquisition and financing of the project complies with CSCDA CIA's issuance and project ownership policies. The Project has been reviewed and approved by CSCDA CIA's Financial Advisor and Insurance Consultant. The project is the acquisition and financing of a 400-unit rental housing project. 100% of the units will be restricted to middle-income tenants. CSCDA CIA's Executive Director recommends that the Board of Directors adopt the resolution

***Motion to approve by J. Kaufman. Second by M. Raines. Unanimously approved by roll-call vote.***

5. Executive Director Update.

Executive Director Bando had no update.

6. Staff Update.

None.

7. Adjourn.

The meeting was adjourned at 2:39 p.m.

Submitted by: Sendy Young, CSAC Finance Corporation

## RESOLUTION NO. 2021-2

### RESOLUTION OF THE CSCDA COMMUNITY IMPROVEMENT AUTHORITY APPROVING AND RATIFYING THE ADDITION OF ADDITIONAL MEMBERS TO THE AUTHORITY

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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”), the City of Glendale, Glendale Housing Authority and the City of Long Beach entered into a joint exercise of powers agreement (the “Agreement”) pursuant to which the CSCDA Community Improvement Authority (the “Authority”) was organized;

WHEREAS, pursuant to Section 12 of the Agreement, the Authority may add a qualifying public agency to become a Non-Charter Member (an “Additional Member”) upon the filing by such public agency with the Authority of a resolution of the governing body of such public agency requesting to be added as an Additional Member of the Authority and adoption of a resolution of the Board approving the addition of such public agency as an Additional Member;

WHEREAS, the public agencies listed on Exhibit A hereto (the “Public Agencies” and each individually a “Public Agency”) have by resolution requested to join the Authority and the Authority has authorized each such Public Agency to become an Additional Member pursuant to the provisions of the Agreement;

WHEREAS, the Board hereby finds and determines that each Public Agency is qualified to be added as an Additional Member to the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of the CSCDA Community Improvement Authority, as follows:

Section 1. This Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The addition of each Public Agency listed on Exhibit A as an Additional Member of the Authority is hereby approved, confirmed and ratified, and any actions heretofore taken on behalf of each Public Agency is hereby approved, confirmed and ratified.

Section 3. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the CSCDA Community Improvement Authority  
this 4 day of March 2021.

I, the undersigned, an Authorized Signatory of the CSCDA Community Improvement Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of Directors of the Authority at a duly called meeting of the Board of Directors of the Authority held in accordance with law on March 4, 2021.

By: \_\_\_\_\_  
Authorized Signatory  
CSCDA Community Improvement Authority



## **EXHIBIT A**

### **ADDITION OF PUBLIC AGENCIES AS ADDITIONAL MEMBERS OF THE CSCDA COMMUNITY IMPROVEMENT AUTHORITY**

- 1. City of Glendale**
- 2. Glendale Housing Authority**
- 3. City of Long Beach**



## **Agenda Report**

**DATE:** March 4, 2021

**TO:** CSCDA CIA BOARD OF DIRECTORS

**FROM:** Cathy Bando, Executive Director

**PROJECT:** Oceanaire Apartments

**PURPOSE:** Approve the Acquisition, Ownership and Financing of Rental Housing Project Located in the City of Long Beach, County of Los Angeles

**AMOUNT:** Not to Exceed \$160,000,000

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### **EXECUTIVE SUMMARY:**

Oceanaire Apartments (the “Project”) is the acquisition and financing of a 216-unit rental housing project located in the City of Long Beach. 100% of the units will be restricted to middle-income tenants.

### **PROJECT DESCRIPTION:**

- Acquisition of 216-unit rental housing project located at 150 West Ocean Blvd. in the City of Long Beach.
- Class A property built in 2019.
- Studio, one-bedroom, two-bedroom, and three-bedroom apartments.
- Amenities include a three-level subterranean garage; swimming pool; spa; courtyard with water feature; rooftop deck; BBQ grills; meeting rooms/business center; fitness center; lounge/game room with coffee bar; and bike repair room.

### **PROJECT ANALYSIS:**

#### **Background on Project Sponsor & Administrator:**

Waterford Property Company is an owner-driven diversified real estate investment and development company whose principals have an established track record in land development and entitlements as well as acquisitions and repositioning of commercial and multifamily properties. Its founders, Sean Rawson and John Drachman, have collectively acquired or managed over \$1 billion in projects throughout California and Arizona. Waterford prides itself on its ability to plan/build/reposition unique real estate projects that meet or exceed the needs and desires of local stakeholders while maximizing the risk-adjusted returns for our investors. Additionally, Waterford is an expert in affordable housing and has built over 300 Low Income Housing Tax Credit (LIHTC) units. CSCDA has issued bonds for numerous affordable

housing projects developed by Waterford's founders and this is Waterford's third CIA workforce housing project.

**Public Agency Approval:**

**Host Jurisdiction Approval:** February 16, 2021 – City of Long Beach

**Public Benefits:**

- 100% of the units will be rent restricted for 30 years.
  - 40% of units restricted to 80% or less of area median income households.
  - 20% of units restricted to 100% or less of area median income households.
  - 40% of units restricted to 120% or less of area median income households.
- The Project is in close proximity to recreational facilities, grocery stores, and other retail establishments.
- Annual rent increases are limited to the lesser of 4% and increase in area median income.
- All surplus revenue upon the sale or recapitalization of the Property is provided to the City and other taxing agencies.

**Sources and Uses:**

Sources of Funds:

|                    |                     |
|--------------------|---------------------|
| Tax-Exempt Bonds:  | \$ 130,250,000      |
| Subordinate Bonds: | \$ 5,000,000        |
| Premium:           | <u>\$ 6,926,502</u> |
| Total Sources:     | \$ 142,176,502      |

Uses of Funds:

|  |                     |
|--|---------------------|
| Acquisition:                                 | \$ 121,200,000      |
| Operating Reserve:                           | \$ 337,000          |
| Coverage Reserve:                            | \$ 1,004,500        |
| Capital Reserve:                             | \$ 600,000          |
| Debt Service Reserve:                        | \$ 5,022,500        |
| Operating Account:                           | \$ 225,000          |
| Extraordinary Expense Reserve:               | \$ 500,000          |
| Capitalized Interest:                        | \$ 838,000          |
| Capitalized Fee Reserve:                     | \$ 806,000          |
| Project Sponsor Fee:                         | \$ 2,000,000        |
| Deferred Payment Subordinate Bond Purchaser: | \$ 5,000,000        |
| Costs of Issuance:                           | <u>\$ 4,643,502</u> |
| Total Uses:                                  | \$ 142,176,502      |

**Finance Partners:**

Bond Counsel: Orrick, Herrington & Sutcliffe, LLP

Authority Counsel: Orrick, Herrington & Sutcliffe, LLP

Underwriter: Goldman Sachs Group, Inc.

Trustee: Wilmington Trust

Authority Financial Advisor: BLX Group, LLC

Authority Insurance Consultant: Woodruff Sawyer & Co.

Designated Agent for Authority: Bridge Strategic Partners LLC

**Finance Terms:**

**Rating:** Unrated

**Term:** 30 years

**Method of Sale:** Limited Public Offering

**Estimated Closing:** March 31, 2021

**CSCDA CIA Policy Compliance:**

The acquisition and financing of the Project complies with CSCDA CIA's issuance and project ownership policies. The Project has been reviewed and approved by CSCDA CIA's Financial Advisor and Insurance Consultant.

**DOCUMENTS:** (as attachments)

1. CSCDA CIA Resolution (Attachment A)
2. Project Photographs

**BOARD ACTION RECOMMENDED BY THE EXECUTIVE DIRECTOR:**

CSCDA CIA's Executive Director recommends that the Board of Directors adopt the resolution, which:

1. Approves the acquisition of the Project and issuance of the bonds;
2. Approves all necessary actions and documents in connection with the financing;  
and
3. Authorizes any member of the Board of Directors or Authorized Signatory to sign all necessary documents.

## ATTACHMENT A

### RESOLUTION NO. 21-\_\_

#### CSCDA COMMUNITY IMPROVEMENT AUTHORITY

#### **A RESOLUTION AUTHORIZING A PROJECT CONSISTING OF THE ACQUISITION AND OWNERSHIP BY THE AUTHORITY OF A MULTIFAMILY RENTAL HOUSING FACILITY LOCATED IN THE CITY OF LONG BEACH, CALIFORNIA AND THE ISSUANCE OF REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$160,000,000 TO FINANCE THE COSTS OF THE PROJECT AND CERTAIN RELATED COSTS AND OTHER MATTERS RELATING THERETO**

WHEREAS, pursuant to the provisions of 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, commonly known as the “Joint Exercise of Powers Act” (the “Act”), a California city and a California county (together with any other political subdivision that have been or may from time to time be designated as an “Additional Member” of the Authority pursuant to the Joint Exercise Agreement, collectively, the “Members”) entered into a joint exercise of powers agreement (the “Agreement”) pursuant to which the CSCDA Community Improvement Authority (the “Authority”) was organized; and

WHEREAS, the Authority is authorized and empowered under the Act and by the Agreement to, among other things, issue bonds or other evidences of indebtedness, to finance or assist in the financing of various types of projects and programs whenever there are significant public benefits for taking that action, including providing (i) demonstrable savings in effective interest rate, bond preparation, bond underwriter, or bond issuance costs, (ii) significant reductions in effective user charges levied by a local agency, (iii) employment benefits from undertaking a project in a timely fashion, or (iv) more efficient delivery of local agency services to residential and commercial development; and

WHEREAS, the Authority wishes to acquire and provide for the continued operation of a multifamily rental housing facility (the “Project”) located in the City of Long Beach, State of California (the “Project Jurisdiction”); and

WHEREAS, pursuant to a Trust Indenture (the “Indenture”) between the Authority and Wilmington Trust, National Association (the “Trustee”), the Authority will issue its CSCDA Community Improvement Authority Essential Housing Revenue Bonds, Series 2021A (Oceanaire-Long Beach) (Social Bonds) (the “Series 2021A Bonds”) and its CSCDA Community Improvement Authority Subordinate Essential Housing Revenue Bonds, Series 2021B (Oceanaire-Long Beach) (the “Series 2021B Bonds” and, together with the Series 2021A Bonds, the “Bonds”) for the purpose of, among others things, acquiring the Project; and

WHEREAS, Waterford Residential 2, LLC, as successor-in-interest to Waterford Property Company, LLC (the “Project Administrator”) under that certain Agreement of Purchase and Sale (as amended, the “Agreement of Purchase and Sale”), between the Project Administrator, as buyer, and LB Oceanaire Development, LLC, a Delaware limited liability company, as seller (the “Seller”), will assign and the Authority will assume the rights and (with certain exceptions) responsibilities of such Agreement of Purchase and Sale pursuant to an Assignment and Assumption of Agreement for Purchase and Sale (the “Assignment and Assumption Agreement”), by and between Waterford Residential 2, LLC and the Authority, for an acquisition price (subject to adjustment for, among other things, valuations and prorations, the “Purchase Price”) consisting of (i) a cash payment to the Seller of not-to-exceed \$140,000,000.00 from

a portion of the proceeds of the Series 2021A Bonds, and (ii) an upfront payment to Waterford Residential 2, LLC and the issuance and delivery to, or as directed by, Waterford Residential 2, LLC of the Series 2021B Bonds, as assignor under the Assignment and Assumption Agreement; and

WHEREAS, the Bonds will be secured by a Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (the “Deed of Trust”) from the Authority to the Trustee granting a lien on the Authority’s interest in the Project in favor of the Trustee for the benefit of the owners from time to time of the Bonds; and

WHEREAS, the Authority will agree, pursuant to a Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”), between the Authority and the Trustee, to maintain certain occupancy and rent restrictions on the Project, which shall be in effect with respect to the Project until the payment or defeasance in full of the Bonds; and

WHEREAS, following the Authority’s purchase thereof, the Project will be operated by Greystar California, Inc., and/or any other property manager to be named (the “Property Manager”) pursuant to a Property Management Agreement (the “Management Agreement”) between the Authority and the Property Manager; and

WHEREAS, the Project Administrator is knowledgeable and experienced in managing affordable housing projects, and the Authority wishes to engage the Project Administrator to provide the management oversight and administration services specified in and pursuant to a Project Administration Agreement (the “Project Administration Agreement”) between the Authority and the Project Administrator; and

WHEREAS, pursuant to Government Code Section 5852.1, certain information relating to the Series 2021A Bonds is set forth in Exhibit A attached to this Resolution, and such information is hereby disclosed and made public;

WHEREAS, pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”), between the Authority and Goldman Sachs & Co. LLC (the “Underwriter”), the Underwriter will agree to purchase the Series 2021A Bonds, and pursuant to the distribution of a Preliminary Limited Offering Memorandum and a Limited Offering Memorandum (collectively, the “Limited Offering Memorandum”), the Series 2021A Bonds will be offered and sold in accordance with the Authority’s issuance policies exclusively to Qualified Institutional Buyers (as defined in Rule 144A under the Securities Act of 1933, as amended, the “Securities Act”) or Accredited Investors as described in Rule 501 of Regulation D under the Securities Act, and the proceeds of such sale will be used as set forth in the Indenture to finance, among other things, the Authority’s acquisition of the Project; and

WHEREAS, pursuant to the Indenture, the Series 2021B Bonds will be issued and delivered to, or as directed by, Waterford Residential 2, LLC as part of the purchase of the Project; and

WHEREAS, the Authority will enter into a Public Benefit Agreement (the “Public Benefit Agreement”) with the Project Jurisdiction pursuant to which the Authority will grant to the Project Jurisdiction the right to cause the Authority to sell all of the Authority’s right, title and interest (which includes fee simple title) to the Project while the Bonds are Outstanding, and, if not sold as aforesaid, will require the Authority to sell the Project when no Bonds remain outstanding; and

WHEREAS, the Project Jurisdiction has, by resolution and execution of the Agreement, become an Additional Member (as defined in the Agreement) of the Authority, and has approved the issuance of bonds for projects within the Project Jurisdiction and authorized the Public Benefit Agreement with the Authority in recognition of the significant public benefits; and

WHEREAS, in connection with the issuance of the Bonds, the Authority will deliver a tax certificate setting forth certain representations, expectations and covenants of the Authority pertaining to the tax status of the Bonds (the “Tax Certificate”); and

WHEREAS, in order to provide ongoing information to the purchasers of the Bonds, the Authority proposes to enter into a Continuing Disclosure Agreement to be dated the date of issuance of the Bonds (the “Continuing Disclosure Agreement”), between the Authority and the dissemination agent named therein; and

WHEREAS, the Board of Directors of the Authority (the “Board”), based on representations of the Project Administrator, but without independent investigation, has found and determined that the issuance of the Bonds and financing of the acquisition of the Project will promote significant public benefits for the Project Jurisdiction, including employment benefits from undertaking the Project in a timely fashion, more efficient delivery of local agency services to residential and commercial development and demonstrable savings in effective interest rate, bond preparation, bond underwriting, or bond issuance costs; and

WHEREAS, the Authority desires to designate the Series 2021A Bonds as “Social Bonds” and to obtain a second-party opinion from Sustainalytics (the “Sustainalytics Opinion”) to the effect that the Social Bond Framework (the “Social Bond Framework”) and, among other things, the use of proceeds of such bonds in accordance with the requirements of the Social Bond Framework, is consistent with the Social Bond Principles administered by the International Capital Market Association; and

WHEREAS, there have been made available to the Board prior to this meeting proposed forms of:

- (a) the Indenture (including a Master Glossary of Terms and the proposed forms of the Bonds);
- (b) the Assignment and Assumption Agreement;
- (c) the Deed of Trust;
- (d) the Regulatory Agreement;
- (e) the Management Agreement;
- (f) the Project Administration Agreement;
- (g) the Bond Purchase Agreement;
- (h) the Continuing Disclosure Agreement;
- (i) the Public Benefit Agreement;
- (j) the Limited Offering Memorandum;
- (k) the Guaranty Agreement; and
- (11) the Social Bond Framework.

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

Section 1. The Board hereby finds and declares that the Authority's acquisition and continued operation of the Project and the financing thereof through the issuance of the Bonds as hereinabove recited are in furtherance of the public purposes of the Act, the Joint Exercise Agreement and the foregoing recitals and is within the powers conferred upon the Authority by the Act and the Joint Exercise Agreement.

Section 2. Pursuant to the Act, the Joint Exercise Agreement and the Indenture, the Authority is hereby authorized to issue its revenue bonds designated as the "CSCDA Community Improvement Authority Essential Housing Revenue Bonds, Series 2021A (Oceanaire-Long Beach) (Social Bonds)" and the "CSCDA Community Improvement Authority Subordinate Essential Housing Revenue Bonds, Series 2021B (Oceanaire-Long Beach)" including, if and to the extent necessary, one or more sub-series, taxable or tax-exempt, with appropriate modifications and series and sub-series designations as necessary, in an aggregate principal amount not to exceed \$160,000,000. The Bonds shall be issued and secured in accordance with the terms of the Indenture and shall be in substantially the forms contained in the Indenture and presented at this meeting. The final maturity of the Series 2021A Bonds shall not exceed 45 years from the date of their issuance, and the maximum interest rate to be borne by the Series 2021A Bonds (inclusive of any "taxable," "penalty," or "default" rate) shall not exceed 12% per annum. The final maturity of the Series 2021B Bonds shall not exceed 45 years from the date of their issuance, and the maximum interest rate with respect to the Series 2021B Bonds (inclusive of any "taxable," "penalty," or "default" rate) shall not exceed 12% per annum. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee, as paying agent and registrar, or at the office of any successor or additional paying agent and registrar in accordance with the Indenture. The Bonds shall be subject to mandatory and optional redemption prior to maturity as provided in the Indenture.

Section 3. The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the Chair of the Authority or the manual signature of any Director of the Authority, including the Vice-Chair and Treasurer of the Authority, or any other person as may be designated and authorized to sign for the Authority pursuant to Resolution No. 2020-02 of the Authority, adopted on October 15, 2020 (each, an "Authorized Signatory"), and attested by the manual or facsimile signature of the Secretary of the Authority or the manual signature of any Authorized Signatory. The facsimile, electronic or digital signature of any Authorized Signatory shall be deemed to be the legal equivalent of a manual signature on the Bonds and other documents and valid and binding for all purposes. If any Authorized Signatory whose signature, countersignature or attestation appears on a Bond or Bond-related document ceases to be an officer or director before delivery of the Bonds, his or her signature, countersignature or attestation appearing on the Bonds and any Bond-related document (regardless of whether any such Bond-related document is specifically identified in this Resolution) is valid and sufficient for all purposes to the same extent as if he or she had remained in office until delivery of the Bonds.

Section 4. The proposed form of Indenture, including the proposed forms of Bonds, as presented to this meeting, is hereby approved. The Authority is hereby authorized to perform its obligations under the Indenture and an Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Indenture in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The dated dates, maturity date or dates, interest rate or rates, the amounts and timing and application of deposits to the funds or accounts, interest and principal payment periods and date or dates, principal amounts, denominations, forms, registration privileges, manner of execution, place or places of payment, terms of redemption,



conditions for issuance of additional bonds, covenants, whether such Bonds are tax-exempt or taxable and other terms of the Bonds shall be as provided in the Indenture as finally executed. The appointment of Bridge Strategic Partners LLC to serve as Designated Agent, as provided in the Indenture, with the authority, duties and limitations set forth therein, is hereby approved and confirmed.

Section 5. The purchase of the Project and related assets by the Authority, on the terms set forth in the Assignment and Assumption Agreement, is hereby approved. The proposed form of Assignment and Assumption Agreement, as presented to this meeting, is hereby approved. The Authority is hereby authorized to perform its obligations under the Assignment and Assumption Agreement. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Assignment and Assumption Agreement in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The purchase price of the Project (subject to adjustment for, among other things, valuations and prorations) shall consist of (i) a cash payment to the Seller of not-to-exceed \$140,000,000.00 from a portion of the proceeds of the Series 2021A Bonds, and (ii) an upfront payment to Waterford Residential 2, LLC and the issuance and delivery to, or as directed by, Waterford Residential 2, LLC of the Series 2021B Bonds, as assignor under and in accordance with the Assignment and Assumption Agreement.

Section 6. The grant by the Authority to the Trustee of a lien on and security interest in the Project, pursuant to and on the terms set forth in the Deed of Trust, is hereby approved. The proposed form of Deed of Trust, as presented to this meeting, is hereby approved and the Authority is hereby authorized to perform its obligations thereunder. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Deed of Trust in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The rent and occupancy restrictions placed on the Project pursuant to and on the terms set forth in the Regulatory Agreement are hereby approved. The proposed form of Regulatory Agreement, as presented to this meeting, is hereby approved and the Authority is hereby authorized to perform its obligations thereunder. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Regulatory Agreement in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The engagement of the Property Manager to manage and operate the Project on the Authority's behalf, and the delegation to the Property Manager of certain powers to act in its discretion on behalf of the Authority in connection therewith, in accordance with the terms and provisions of the Management Agreement, are hereby approved. The proposed form of Management Agreement, as presented to this meeting, is hereby approved and the Authority is hereby authorized to perform its obligations thereunder. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Management Agreement in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 9. The engagement of the Project Administrator to provide management oversight and administration services for the Project on the Authority's behalf, and the delegation to the Project Administrator of certain powers to act in its discretion on behalf of the Authority in connection therewith, in accordance with the terms and provisions of the Project Administration Agreement, are hereby approved. The proposed form of Project Administration Agreement, as presented to this meeting, is hereby approved and the Authority is hereby authorized to perform its obligations thereunder. An Authorized Signatory is

hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Project Administration Agreement in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The proposed form of Guaranty Agreement, as presented to this meeting, is hereby approved, and an Authorized Signatory is hereby authorized and directed, from and on behalf of the Authority, to execute and deliver the Guaranty Agreement in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 10. The proposed form of Limited Offering Memorandum relating to the Series 2021A Bonds is hereby approved. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver a Limited Offering Memorandum in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 11. The Authority consents to the distribution by the Underwriter of the preliminary form of Limited Offering Memorandum to persons who may be interested in the purchase of the Series 2021A Bonds and its delivery of the Limited Offering Memorandum in final form to the purchasers of the Series 2021A Bonds, in each case with such changes as may be approved as aforesaid.

Section 12. The proposed form of the Bond Purchase Agreement, as presented to this meeting, is hereby approved. The Authority is hereby authorized to perform its obligations under the Bond Purchase Agreement. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Bond Purchase Agreement, in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, provided that any fee or discount to the Underwriter not exceed \$3,200,000.

Section 13. The proposed form of Continuing Disclosure Agreement, as presented to this meeting, is hereby approved. The Authority is hereby authorized to perform its obligations under the Continuing Disclosure Agreement. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Continuing Disclosure Agreement in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve.

Section 14. The proposed form of the Public Benefit Agreement, as presented to this meeting, is hereby approved. The Authority is hereby authorized to perform its obligations under the Public Benefit Agreement. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Public Benefit Agreement, in substantially said form, with such changes and insertions therein as such Authorized Signatory, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 15. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver a Tax Certificate, in such form as such Authorized Signatory, with the advice of Bond Counsel, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 16. The Bonds, when executed as provided in Section 3 and as provided in the Indenture, shall be delivered to the Trustee for authentication by the Trustee. The Trustee is hereby requested and directed to authenticate the Bonds by executing the Trustee's Certificate of Authentication appearing thereon, and to deliver the Bonds, when duly executed and authenticated, in accordance with

written instructions executed on behalf of the Authority by an Authorized Signatory. Such instructions shall provide for the delivery of the Bonds upon payment of the purchase price thereof.

Section 17. The proposed form of the Social Bond Framework, as presented to this meeting, is hereby approved. An Authorized Signatory is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver any and all documents and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to obtain the Sustainability Opinion and to designate the Series 2021A Bonds as "Social Bonds."

Section 18. The Chair, the Vice-Chair, the Secretary and other appropriate officers and agents of the Authority, including each Authorized Signatory, 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 acquiring, equipping, owning and operating the Project, securing insurance related to the Project, investing proceeds of the Bonds or revenues of the Project, or credit support, if any, for the Bonds, 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 entering into security agreements, pledge agreements, collateral assignments, direct agreements and/or consents to assignment with respect to documents entered into by the Authority, the Project Administrator or the Property Manager in connection with the Project and assisting in the preparation of the Limited Offering Memorandum, and any other or subsequent agreements, supplements, instruments, amendments, approvals, authorizations, directions, certifications, waivers or consents entered into or given in accordance with such documents including any letter agreements with the Project Jurisdiction. It is not necessary that the Bonds and various documents authorized hereby or otherwise relating to the Bonds all be signed by the same Authorized Signatory.

Section 19. All actions heretofore taken by the Chair, the Vice-Chair, the Treasurer, the Secretary or any Assistant Secretary and other appropriate officers and agents of the Authority with respect to the issuance of the Bonds are hereby ratified, confirmed and approved.

**THIS RESOLUTION SHALL TAKE EFFECT FROM AND AFTER ITS ADOPTION;  
PROVIDED, THAT NO BOND AUTHORIZED HEREBY SHALL BE ISSUED UNLESS AND  
UNTIL THE AUTHORITY HAS BEEN FURNISHED WITH SATISFACTORY EVIDENCE OF  
THE APPROVALS BY THE PROJECT JURISDICTION AS HEREINABOVE RECITED.**

PASSED AND ADOPTED on the \_\_\_\_ day of \_\_\_\_\_, 2021

I, the undersigned, an Authorized Signatory of the CSCDA Community Improvement Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of Directors of the Authority at a duly called meeting of the Board of Directors of the Authority held in accordance with law on \_\_\_\_\_, 2021.

**CSCDA COMMUNITY IMPROVEMENT  
AUTHORITY**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

Exhibit A

Required Disclosures Pursuant to  
California Government Code Section 5852.1

1. True Interest Cost of the Series 2021A Bonds (Estimated): 3.684792%
2. Finance charge of the Series 2021A Bonds, being the sum of all fees and charges paid to third parties (Estimated): \$5,291,002.50
3. Proceeds of the Series 2021A Bonds expected to be received by the Authority, net of proceeds for Costs of Issuance in (2) above, and reserves (if any) to be paid from the principal amount of the Series 2021A Bonds (Estimated): \$122,777,500.00
4. Total Payment Amount for the Series 2021A Bonds, being the sum of all debt service to be paid on the Series 2021A Bonds to final maturity (Estimated): \$262,669,059.72

\*All amounts and percentages are estimates, and are made in good faith by the Authority based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Series 2021A Bonds.

**ATTACHMENT B**  
**(Project Photographs)**





## **Agenda Item No. 6**

### **Agenda Report**

**DATE:** March 4, 2021

**TO:** CSCDA-CIA COMMISSIONERS

**FROM:** Kevin O'Rourke

**PROJECT:** CSCDA-CIA Agreement with Executive Director

**PURPOSE:** Consideration of an Amended and Restated Agreement between California Statewide Communities Development Authority and Catherine W. Barna for Executive Director Services

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#### **EXECUTIVE SUMMARY:**

An Administrative Ad Hoc Committee consisting of Commissioners Tim Snellings, Brian Moura and I was established to review the Executive Director's Services Agreement (the "Agreement"). The original Agreement with Catherine Bando was established on January 16, 2014 and was Amended and Restated on September 1, 2016. The current CSCDA agreement does not engage the Executive Director for services to the four additional CSCDA entities; California Statewide Communities Development Corporation, CaLease Public Funding Corporation, and California Statewide Financing Authority (collectively, such entities being the "CSCDA-Related Entities"), and CSCDA-CIA (with CSCDA-Related entities, the "CSCDA Entities.").

#### **SUMMARY OF RECOMMENDED CHANGES TO THE AGREEMENT:**

The Ad Hoc Committee is recommending that the Agreement be expanded to include the CSCDA Entities. It is recommended that compensation for the CSCDA-Related Entities remain unchanged at the monthly retainer rate of \$5,000 for 40 hours of services. Compensation for CSCDA-CIA services will be an additional \$5,000 monthly retainer for 40 hours of service. To the extent the services of the Executive Director exceed 40 hours for either entity, the Executive Director may bill at an hourly rate of \$200. The basic services are described in Exhibit A to the proposed new services agreement. The new agreement has also been changed to reflect the Executive Director's married name, Catherine W. Barna.

CSCDA will meet separately to consider the Agreement on behalf of CSCDA-Related Entities.

The new agreement was prepared and has been approved by CSCDA-CIA's General Counsel, CSAC, the League of California Cities, and BSP, and will have a January 1, 2021 effective date.

#### **RECOMMENDATION:**

The Program Management Ad Hoc Committee recommends approval of the Amended and Restated Agreement for Services with the Executive Director.

**ATTACHMENT A**



## **AMENDED AND RESTATED**

### **AGREEMENT BY AND AMONG CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, CSCDA COMMUNITY IMPROVEMENT AUTHORITY, AND CATHERINE W. BARNA FOR EXECUTIVE DIRECTOR SERVICES**

**THIS AMENDED AND RESTATED AGREEMENT** is made and entered into as of this 1<sup>st</sup> day of January, 2021 by and among California Statewide Communities Development Authority (the "CSCDA"), CSCDA Community Improvement Authority (the "CSCDA CIA"), and Catherine Barna, hereinafter referred to as "Contractor" and together with CSCDA and CSCDA CIA, the "Parties" with each being a "Party."

#### **RECITALS:**

**WHEREAS**, CSCDA and CSCDA CIA (together, the "CSCDA Entities") desire to retain a person or firm to provide Executive Director Services as an independent contractor;

**WHEREAS**, CSCDA wishes to extend such Executive Director Services to its related entities, being California Statewide Communities Development Corporation, CaLease Public Funding Corporation, and California Statewide Financing Authority (collectively, such entities being the "CSCDA-Related Entities"); and

**WHEREAS**, Contractor warrants that she is qualified and competent to render these services;

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

#### **1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

#### **2. FURNISHED SERVICES:**

CSCDA Entities agree to:

- A. Provide access to any facilities necessary for the performance of this Agreement, including but not limited to available office space that may be necessary from time to time at the offices of CSCDA Entities' Program Administrators. Notwithstanding the foregoing, Contractor will be responsible for establishing and maintaining at her expense Contractor's regular office for the performance of the services required by this Agreement.
- B. Make available all pertinent data and records for Contractor's use and review in performing services under this Agreement.

### **3. FEES AND PAYMENT SCHEDULE:**

CSCDA shall pay Contractor a monthly retainer of \$5,000 representing compensation for an estimated average of 40 hours per month for basic services provided to the CSCDA Related Entities, as described in Exhibit A to this Agreement (the “CSCDA Services”), and CSCDA CIA shall pay Contractor a monthly retainer of \$5,000 representing compensation for an estimated average of 40 hours per month for basic services provided to CSCDA CIA, as described in Exhibit A to this Agreement (the “CSCDA CIA Services”). To the extent the Contractor is requested to perform additional services which are beyond the CSCDA Services and to the extent such additional services require in excess of an estimated average of 40 hours per month, the Contractor may bill CSCDA for such excess hours or additional services at a rate of \$200 per hour. To the extent the Contractor is requested to perform additional services which are beyond the CSCDA CIA Services and to the extent such additional services require in excess of an estimated average of 40 hours per month, the Contractor may bill CSCDA CIA for such excess hours or additional services at a rate of \$200 per hour. The billing rate shall remain in effect for the term of this Agreement unless the CSCDA Entities approve a rate change. Contractor shall be paid for travel and lodging expenses in attending the meetings of the CSCDA Entities’ legislative bodies or other meetings which are required to fulfill the Executive Director services. CSCDA Entities will reimburse Contractor for reasonable telephone charges and printing costs incurred in connection with the required work for such entities, respectively. Contractor also shall be paid for any unanticipated extraordinary expenses incurred in performing this Agreement provided that such expenses are approved in advance in writing by letter or email by the Chair of the CSCDA Entities. Contractor will provide bank details to CSCDA Entities and CSCDA Entities will pay the monthly retainer within 15 days of the conclusion of each month as long as this Agreement is in effect. Contractor will provide documentation for expenses incurred and shall provide monthly invoices for expenses. CSCDA Entities shall pay properly documented expense invoices within 15 days of receipt. Contractor shall provide CSCDA Entities with her Federal Tax I.D. number.

### **4. TERM OF AGREEMENT:**

This Agreement shall commence on January 1, 2021 and shall continue in effect until terminated as provided herein. This Agreement may be terminated without cause upon thirty (30) days prior written notice by either Contractor or the CSCDA Entities. This Agreement may be terminated by the CSCDA Entities immediately for cause. For the purposes of this Agreement, cause shall mean conviction of a misdemeanor involving the services provided under this Agreement or conviction of any felony. Cause also shall mean the unexcused failure to satisfactorily perform services required by this Agreement after either of the CSCDA Entities provides written notice to correct such failure and Contractor continues to fail to satisfactorily perform such services for a period of fifteen (15) days or more. The notice to correct shall specifically describe the services that Contractor has failed to perform satisfactorily. Upon termination without cause, Contractor shall be paid for all services performed to the date of termination.

**5. INSURANCE:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CSCDA Entities. The auto liability policy shall be endorsed naming each of the CSCDA Entities and CSCDA-Related Entities as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to the CSCDA Entities prior to commencement of work hereunder. Each certificate shall provide for thirty (30) days advance written notice to CSCDA Entities of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only.

Nothing herein shall be construed as a limitation on Contractor's indemnification obligations under Section 15 of this Agreement

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

**5.1 AUTO LIABILITY**

Contractor shall provide comprehensive automobile liability coverage in the minimum amount of five hundred thousand dollars (\$500,000.00) per accident.

**5.2 WORKERS' COMPENSATION**

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CSCDA Entities prior to commencement of work.

**6. NONDISCRIMINATORY EMPLOYMENT:**

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

**7. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without the prior written approval of the CSCDA Entities. If Contractor is authorized to hire a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor and shall require subcontractor to name Contractor and CSCDA Entities as additional insureds. It shall be

Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and forward such evidence of insurance to CSCDA.

**8. ASSIGNMENT:**

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the CSCDA Entities.

**9. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Agreement. These documents and records shall be retained for at least five years from the completion of this Agreement. Contractor will permit CSCDA Entities to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Contractor who participated in this Agreement in any way. Any audit may be conducted on Contractor's premises or, at CSCDA Entities' option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from either of the CSCDA Entities. Contractor shall refund any monies erroneously charged within 30 days after such erroneous charges are discovered.

**10. OWNERSHIP OF RECORDS:**

Any and all documents, information and reports prepared by the Contractor in performing services under this Agreement, shall be the property of the CSCDA Entities. The Contractor may retain copies of these documents. In the event of the termination of this Agreement, for any reason whatsoever, Contractor shall promptly turn over all information, documents, and records to CSCDA Entities without exception or reservation.

**10. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the CSCDA Entities or CSCDA-Related Entities. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation. Contractor shall have no authority to enter into any binding obligations on behalf of any of the CSCDA Entities or CSCDA-Related Entities unless expressly approved by such CSCDA Entities or CSCDA-Related Entities.

**11. AMENDMENT:**

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

**12. JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sacramento County, California.

**13. INDEMNIFICATION:**

CSCDA Entities agree to indemnify and defend Contractor from any claims and liabilities that arise from the performance of the services required by this Agreement. Contractor agrees to indemnify, defend, and hold harmless CSCDA Entities, their employees, officers, contractors, consultants and agents, from any claims or liabilities arising from any acts, omissions or other wrongful conduct of Contractor outside the scope of services required by this Agreement.

**14. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and regulations affecting services covered by this Agreement.

**15. FORCE MAJEURE:**

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) Notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

**16. NOTICES:**

This Agreement shall be managed and administered on CSCDA Entities' behalf by the Chair of the CSCDA Commission. All invoices shall be submitted to and approved by the Chair as Contract Manager. All notices shall be given to CSCDA Entities at the following location:

|                      |   |
|----------------------|---|
| Contract<br>Manager: | Chair of the Commission, CSCDA  |
| Location:            | Office of the Executive Director<br>California State Association of Counties<br>1100 K Street Suite 101<br>Sacramento, CA 95814 |

With a copy to the CSCDA's General Counsel:

CSCDA  
General  
Counsel

Trisha Ortiz

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Address:

Richard Watson & Gershon  
One Sansome Street, Suite 2850  
San Francisco, CA 94104

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Notices shall be given to Contractor at the following address:

Contractor:

Catherine W. Barna

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Address:

10564 Cheviot Drive  
Los Angeles, CA 90064

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**17. Prior Agreement Terminated:**

This Agreement supersedes that certain prior agreement between the Parties, dated September 1, 2016, which agreement is hereby terminated.

*[remainder of page intentionally left blank]*

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

**CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT  
AUTHORITY:**

By: \_\_\_\_\_  
Kevin O'Rourke, Chair

**CSCDA COMMUNITY IMPROVEMENT  
AUTHORITY:**

By: \_\_\_\_\_  
Kevin O'Rourke, Chair

**CONTRACTOR:**

By: \_\_\_\_\_  
Catherine W. Barna

## **EXHIBIT A**

### **SCOPE OF SERVICES FOR EXECUTIVE DIRECTOR**

The Executive Director shall perform the following services (for the purposes of this Exhibit A, the term “CSCDA Entities” shall include CSCDA, CSCDA CIA, and the CSCDA-Related Entities):

#### **BASIC SERVICES**

As part of the monthly retainer, the Executive Director shall provide basic services as needed which include:

1. Acting as agent of the CSCDA Entities for the administration of all CSCDA Entities’ functions and policies
2. Monitoring and responding to written and telephonic correspondence in a timely manner
3. Management of the services from CSCDA Entities’ Primary Contractors who report directly to the CSCDA Entities
  - i. The Primary Contractors include the Program Administrators, General Counsel, Authority Counsel, the Auditor, Public Policy Advocacy Contractors and Public Relations Firms
  - ii. CSCDA Entities’ Program Administrators currently are Bridge Strategic Partners, the California State Association of Counties, the League of California Cities
4. Additional Contractors report directly to the Executive Director and include but are not limited to the Housing Compliance Service Provider, PACE Administrators, IT Consultants and Bond Counsel. The day-to-day activities of Additional Contractors will be managed by the CSCDA Entities’ Program Administrators
5. Management of the CSCDA Entities’ work with other local, state, and federal agencies, including but not limited to counties and cities, the State Controller’s Office, the State Treasurer’s Office and the Internal Revenue Service
6. Analysis and interpretation of financial and program data relating to CSCDA Entities’ activities which is maintained by CSCDA Entities’ Program Administrators
7. Perform the continuous review of CSCDA Entities expenditures throughout the fiscal year to determine that expenditures are necessary and in accordance with CSCDA Entities’ policies
8. Review and approve disbursements on behalf of the CSCDA Entities
9. Prepare an annual budget for CSCDA Entities based on information maintained by the Program Administrators
10. Present quarterly financial reports to the CSCDA Entities based on information maintained by the Program Administrators
11. Present semi-annual program reports to the CSCDA Entities based on information maintained by the Program Administrators
12. Review and sign-off on CSCDA Entities’ compliance requirements of SB 99.
13. Attend meetings of the CSCDA Entities in person, as needed, or telephonically, and make recommendations on all actions submitted to the CSCDA Entities for consideration



14. Analyze and recommend policies and procedures for the orderly conduct of CSCDA Entities administrative affairs
15. Represent the CSCDA Entities as needed in relationships with governmental agencies, local government associations and municipal bond associations
16. Manage CSCDA Entities' responses to requests from the IRS and any other local, state, or federal regulatory agency based on information maintained by the Program Administrators
17. Propose CSCDA Entities' policy and procedure changes for review and approval by such CSCDA Entities based on changing market conditions
18. Analyze potential new finance programs, present opportunities to the CSCDA Entities and work with contractors to develop and implement plans for new programs approved by the CSCDA Entities.
19. Manage CSCDA Entities' response to Public Records Act requests and coordinate such responses with the Program Administrators.

### **ADDITIONAL SERVICES**

The following additional services will be provided by the Executive Director as directed by the any of the CSCDA Entities which may fall outside the monthly retainer.

1. Direct surveys and studies on administrative and budgetary subjects and make recommendations to the CSCDA Entities
2. Conduct requests for proposals for professional services based upon CSCDA Entities' contracting policy or at the direction of the CSCDA Entities
3. Provide responses to subpoenas and provide depositions or court testimony relating to pending litigation
4. Other services as may be requested by any of the CSCDA Entities.



## **Agenda Item No. 7**

### **Agenda Report**

**DATE:** March 4, 2021

**TO:** CSCDA-CIA COMMISSIONERS

**FROM:** Catherine Bando

**PURPOSE:** Consideration of the Establishment of a CSCDA-CIA Professional Services Account

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#### **SUMMARY OF RECOMMENDATION:**

CSCDA-CIA has incurred various administrative expenses which have been paid by the CSCDA Professional Services Account. Bond administrative fees are expected to be received by CSCDA-CIA beginning in December 2021. It is recommended that a \$200,000 Professional Services Account be established for CSCDA-CIA and that it be funded with the first Bond Administrative Fees received each fiscal year to bring the balance in the account to \$200,000. It is furthermore recommended that accrued expenses which have been paid by the CSCDA Professional Services Account be reimbursed by CSCDA-CIA when funds become available.