



PROCEDURAL ITEMS FOR THE CMFA SUMMARY AND RECOMMENDATIONS

Items: A1, A2, A3

Action: Pursuant to the by-laws and procedures of CMFA, each meeting starts with the call to order and roll call (A1) and proceeds to a review and approval of the minutes from the prior meeting (A2). After the minutes have been reviewed and approved, time is set aside to allow for comments from the public (A3).



MINUTES

Regular Meeting of the Board of the California Municipal Finance Authority (the “Authority”)

Date: November 21, 2014

Time: 11:00 a.m.

City Hall, 200 S. Anaheim Blvd, 6th Floor, Anaheim, CA 92805
~~5105 Manzanita Avenue, Carmichael, CA 95608~~

In attendance at the Authority’s meeting were Board Members Bob Adams, Deborah Moreno, Justin McCarthy and Faye Watanabe comprising a quorum. Deborah Moreno served as chair. The meeting was called to order.

Executive Director, Edward Becker attended. Lee McCormick, Ben Barker and Travis Cooper for Sierra Management Group L.L.C. attended as financial advisors to the Authority. Ron Lee of Jones Hall, APLC, attended as counsel to the Authority.

The minutes of the regular meeting of the Board on October 31, 2014, were approved.
Motion by Adams; Seconded by Watanabe; Motion carries by unanimous roll call vote without abstentions.

There was no public comment.

The Executive Director reminded the Board that recommendations to the Board on agenda items were made on the respective staff reports provided and the Executive Director reiterated those recommendations.

The Board, by unanimous roll call vote, without abstentions, adopted an initial resolution (resolution 14-096) to issue up to \$12,000,000 in multi-family housing revenue bonds for Washington LP (Washington View Apartments), City of Los Angeles, County of Los Angeles.
Motion by Watanabe; Seconded by Adams; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted an initial resolution (resolution 14-097) to issue up to \$24,000,000 in multi-family housing revenue bonds for Villa La Esperanza LP (Villa La Esperanza Apartments), City of Goleta, County of Santa Barbara.
Motion by Adams; Seconded by McCarthy; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted an initial resolution (resolution 14-098) to issue up to \$12,000,000 in multi-family housing revenue bonds for Via Garcia LP (Via Garcia Apartments), City of Thousand Oaks, County of Ventura.
Motion by Watanabe; Seconded by Adams; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted an amended resolution (resolution 14-099) to issue up to \$15,000,000 in multi-family housing revenue bonds for 3200 Temple Street LP (3200 Temple Street Apartments), City of Los Angeles, County of Los Angeles.
Motion by Adams; Seconded by Watanabe; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted an initial resolution (resolution 14-100) to issue up to \$10,000,000 in industrial development bonds for Rudolph Foods Company, Inc. (Rudolph Foods), City of Beaumont, County of Riverside.

Motion by McCarthy; Seconded by Watanabe; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted a final resolution (resolution 14-101) to issue up to \$35,000,000 in multi-family housing revenue bonds for Rotary Plaza LP (Rotary Plaza Apartments), City of South San Francisco, County of San Mateo.

Motion by Watanabe; Seconded by Adams; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted a final resolution (resolution 14-102) to issue up to \$4,500,000 in multi-family housing revenue bonds for Maple Park 2, LP (Maple Park 2 Apartments), City of Live Oak, County of Sutter.

Motion by McCarthy; Seconded by Watanabe; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted a final resolution (resolution 14-103) to issue up to \$13,781,000 in multi-family housing revenue bonds for Buchanan Park EAH, LP (Buchanan Park Apartments), City of San Francisco, County of San Francisco.

Motion by Adams; Seconded by Moreno; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted a final resolution (resolution 14-104) to issue up to \$7,703,000 in multi-family housing revenue bonds for Stonebridge Housing II, LP (Stonebridge Apartments), City of St. Helena, County of Napa.

Motion by Adams; Seconded by Watanabe; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted a final resolution (resolution 14-105) to issue up to \$9,000,000 in a tax-exempt loan for Centro De Salud De La Comunidad De San Ysidro, Inc. (San Ysidro Health Center), City of San Ysidro, County of San Diego.

Motion by McCarthy; Seconded by Watanabe; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted a final resolution (resolution 14-106) to issue up to \$4,250,000 in tax-exempt revenue bonds for Kirkwood Assisted Living Residence (Kirkwood at Orange), City of Orange, County of Orange.

Motion by McCarthy; Seconded by Watanabe; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted a final resolution (resolution 14-107) to issue up to \$30,000,000 in tax-exempt revenue bonds for Scripps College (Scripps College), City of Claremont, County of Los Angeles.

Motion by Watanabe; Seconded by McCarthy; Motion carries.

The Board, by unanimous roll call vote, without abstentions, adopted a resolution (resolution 14-108) approving the formation of a new joint powers authority to finance projects for Sausalito Financing Authority, City of Sausalito, County of Marin.

Motion by Adams; Seconded by Watanabe; Motion carries.

The Board discussed and approved Representatives of Sierra Management Group, LLC.

Motion by McCarthy; Seconded by Adams; Motion carries.

Staff discussed Administrative Issues.

The CMFA Counsel and the Board discussed August correspondence from the State Treasurer's general counsel.

The meeting was adjourned.

Motion by Adams; Seconded by Watanabe; Motion carries by unanimous roll call vote without abstentions.



WASHINGTON VIEW APARTMENTS SUMMARY AND RECOMMENDATIONS

Applicant: Fallbrook Multifamily Investments

Action: Amended Resolution

Amount: \$35,000,000

Purpose: Finance Affordable Multi-Family Rental Housing Facility
Located in the City of Los Angeles, County of Los Angeles,
California

Activity: Affordable Senior Housing

Meeting: December 12, 2014

Background:

Fallbrook Multifamily Investments, LLC ("FMI") is a real estate investment firm focusing nationwide on the development and preservation of affordable multifamily properties. Their mission is to develop, acquire, provide and preserve quality affordable housing while supplying exceptional management to their partners and tenants as well as delivering stable returns to investors.

FMI and its affiliates provide a wide range of services including: Acquisition; Asset Management; Development; Financing; and Tax Credit-related advisory services.

All of FMI's investment properties are supported by federal and state programs such as the Low Income Housing Tax Credit (LIHTC) and HUD's project based Section 8 program, which provide much needed housing to qualifying tenants, operate at traditionally high occupancy rates, provide reliable income, and deliver predictable revenue growth.

Fallbrook Multifamily Investments is part of a larger organization that focuses on other aspects of the affordable housing industry. The parent company is Fallbrook Credit Finance. Fallbrook Credit Finance contains Fallbrook Capital, Fallbrook Multifamily and Fallbrook Energy. For nearly thirty years, many of America's largest corporations have trusted the founders of Fallbrook Capital Craig Sheftell and Brandt Blanken to advise them on over three billion dollars in tax equity investments. Fallbrook's M&A specialists have extensive experience raising capital and arranging sales and acquisitions across diverse industries.

The Project:

The Washington View Apartment project is a new construction project of a 105-unit affordable multifamily rental housing facility as well as adapted reuse of 25 units. The project will consist of a total of 130 units that target senior and veteran housing. Once the project is completed the developer will target to house veterans who are 55 years or older. This will allow the project to be awarded additional funds for providing housing to seniors who are veterans. The units will be restricted to those with incomes no greater than 50-60% of the area median income. The project will be located at 720 W. Washington Blvd, Los Angeles, California. The scope of the work will include a community building, laundry rooms, leasing office, maintenance facilities, exercise rooms and a computer room. The project will be energy efficient by using Energy Star specifications. The property is close to amenities for daily needs such as grocery stores, pharmacy and transit services. The financing of this project will create 105 units and preserve 25 affordable units for 55 years.

The CMFA approved an Inducement Resolution on November 21, 2014. Since then the developer was able to purchase additional land and thus increase the total unit count from 40 to 130 units.

The City of Los Angeles:

The City of Los Angeles is a member of the CMFA and is scheduled to hold a TEFRA hearing on December 16, 2014. Upon closing, the City is expected to receive approximately \$15,000 as part of CMFA's sharing of Issuance Fees.

Proposed Construction Financing:

Sources of Funds:

Tax-Exempt Bond:	\$ 27,900,000
Federal Historic Tax Credit:	\$ 600,000
Solar Credits:	\$ 185,000
Equity:	<u>\$ 600,000</u>
Total Sources:	\$ 29,285,000

Uses of Funds:

Land Acquisition:	\$ 500,000
Building Acquisition:	\$ 5,000,000
Rehabilitation:	\$ 1,500,000
New Construction:	\$ 15,000,000
New Machinery & Equipment:	\$ 250,000
Architectural & Engineering:	\$ 450,000
Legal & Professional:	\$ 200,000
Financing:	\$ 900,000
Soft Cost:	\$ 2,150,000
Developer Fees:	\$ 2,500,000
Other:	<u>\$ 835,000</u>
Total Uses:	\$ 29,285,000

Terms of Transaction:

Amount:	\$35,000,000
Maturity:	17 years
Collateral:	Deed of Trust
Bond Purchasers:	Private Placement
Estimated Closing:	April 2015

Public Benefit:

A total of 130 households will be able to enjoy high quality, independent, affordable housing in the City of Los Angeles. The project will provide services such as health and wellness classes and onsite service coordinator. The construction of this project will provide affordable living in the City of Los Angeles for 55 years.

Percent of Restricted Rental Units in the Project: 100%
100% (130 Units) restricted to 60% or less of area median income households; and
Unit Mix: 1 bedroom units
Term of Restriction: 55 years

Finance Team:

Lender:	TBD
Bond Counsel:	Quint & Thimming, LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	TBD
Borrower Counsel:	Michael Stein

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve an Amended Resolution of \$35,000,000 for Washington View Apartments affordable multi-family housing facility located in the City of Los Angeles, Los Angeles County, California.

Note: This transaction is subject to review and final approval at the Final Resolution.



ICON AT ROSECRANS APARTMENTS SUMMARY AND RECOMMENDATIONS

Applicant: Pacific West Communities

Action: Final Resolution

Amount: \$42,000,000

Purpose: Finance Affordable Multi-Family Rental Housing Project
Located in the City of Hawthorne, Los Angeles County,
California

Activity: Affordable Housing

Meeting: December 12, 2014

Background:

Pacific West Communities, Inc. ("PWC") was formed as a real estate development and financing firm, specializing in the construction and rehabilitation of affordable workforce housing throughout the western United States. With a particular emphasis on the use of the affordable housing tax credit. PWC and its related companies develop multi-family and senior citizen housing in the states of California, Arizona, New Mexico, Utah, Oregon, Montana, Idaho, Nevada, Colorado, Washington, and Wyoming. Currently PWC owns and operates approximately 110 developments with over 6000 units of affordable housing.

This is the 4th project that the CMFA has participated in with Pacific West Communities.

The Project:

The Icon at Rosecrans Apartment project is a new construction multi-family mixed use housing development located in the City of Hawthorne. The project will consist of 127 units of 2 story garden style apartment homes. The units will consist of one, two and three bedrooms; with one bath and a private patio/balcony. The scope of the work will include a community building, laundry rooms, leasing office, maintenance facilities, exercise rooms and a computer room. The project will be energy efficient by using Energy Star specifications. This financing will create 127 units of affordable housing for the City of Hawthorne for 55 years. There will also be a small retail commercial building constructed on the front of the property.

The City of Hawthorne:

The City of Hawthorne is a member of the CMFA and held a TEFRA hearing on October 14, 2014. Upon closing, the City is expected to receive approximately \$15,833 as part of CMFA's sharing of Issuance Fees.

Proposed Financing:

Sources of Funds:	<u>Construction</u>	<u>Permanent</u>
Tax-Exempt Bonds:	\$ 39,500,000	\$ 24,800,000
LIH Tax Credit Equity:	\$ 1,787,816	\$ 18,923,137
Other (Deferred Costs):	<u>\$ 3,135,321</u>	<u>\$ 700,000</u>
Total Sources:	\$ 44,423,137	\$ 44,423,137

Uses of Funds:	
On & Off Site Costs:	\$ 1,905,000
Hard Construction Costs:	\$ 31,801,594
Architect & Engineering Fees:	\$ 700,000
Contractor Overhead & Profit:	\$ 2,556,528
Developer Fee:	\$ 2,500,000
Cost of Issuance:	\$ 844,085
Capitalized Interest:	\$ 550,000
Other Soft Costs:	<u>\$ 3,565,930</u>
Total Uses:	\$ 44,423,137

Terms of Transaction:

Amount:	\$42,000,000
Maturity:	35 years
Collateral:	Deed of Trust on property
Offering:	Private Placement
Estimated Closing:	December 2014

Public Benefit:

A total of 127 families will now enjoy high quality, independent, affordable housing in the City of Hawthorne. Services at the complex will include a community room, lounge, and outdoor space for seating and relaxing. The new construction of this project will provide affordable living in the City of Hawthorne for 55 years.

Percent of Restricted Rental Units in the Project: 100%
40% (51 Units) restricted to 50% or less of area median income households; and
60% (76 Units) restricted to 60% or less of area median income households.
Unit Mix: One, two and three bedroom
Term of Restriction: 55 years

Finance Team:

Lender:	California Bank & Trust
Bond Counsel:	Orrick, Herrington & Sutcliffe, LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	Sheppard Mullin Richter & Hampton LLP
Borrower Counsel:	Katten Muchin Rosenman LLP

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve a Final Resolution of \$42,000,000 for the Icon at Rosecrans affordable housing project located in the City of Hawthorne, Los Angeles County, California.



RANCHO CALIFORNIA APARTMENTS SUMMARY AND RECOMMENDATIONS

Applicant: AMCAL Enterprises, Inc.

Action: Final Resolution

Amount: \$8,000,000

Purpose: Finance Acquisition and Rehabilitation of Multifamily Affordable Housing Located in the City of Temecula, County of Riverside, California

Activity: Affordable Housing

Meeting: December 12, 2014

Background:

AMCAL strives to develop high-quality, service and amenity-enriched housing for families and individuals at all ranges of the economic spectrum, from special needs to homeownership. Further, it is their mission to seize advantage of their vertically integrated companies: Development, Construction and Asset Management, to ensure that the developments are created in the most economically and ecologically efficient manner. It is their commitment to continue to deliver the highest quality possible at each and every community developed by AMCAL.

AMCAL is one of the most active and financially strongest affordable housing developers in the state. AMCAL has completed to occupancy 42 affordable apartment and workforce condominium developments with 3,717 restricted units throughout California since 1998. In addition, 402 units are under construction in 8 developments through 2013. All affordable apartments were funded by 4% or 9% tax credits, and reserved for very low and low-income households (30-60% of the County's Area Median Income).

This will be the third project in which the CMFA has acted as issuer for AMCAL.

The Project:

The Rancho California Apartments is an acquisition rehabilitation of an affordable multi-family housing community located at 29210 Stonewood Road in the City of Temecula. The project contains 55 units comprised of two, three and four bedroom units. There are 11 garden style buildings that are comprised of 11 two bedroom units, 11 two bedroom townhouses, 22 three bedroom townhouses and 11 four bedroom townhouses. The tenants will enjoy a community

building that houses the management offices, computer center, community room and laundry facilities. The City of Temecula is in need for affordable housing and is excited that this project will create affordable housing for a period of 55 years.

The County of Riverside:

The County of Riverside is a member of the CMFA and will hold a TEFRA hearing on December 9, 2014. Upon closing, the County is expected to receive approximately \$3,815 as part of the CMFA's sharing of Issuance Fees.

Proposed Financing:

Sources of Funds:	<u>Construction</u>	<u>Permanent</u>
Tax-Exempt Bond Proceeds:	\$ 6,105,000	\$ 6,105,000
PNC Real Estate:	\$ 7,943,100	\$ 7,943,100
Deferred Developer Fee:	\$ 1,302,473	\$ 794,511
LIH Tax Credit Equity:	\$ 3,138,760	\$ 3,487,860
NOI from Operations & Const. Period Res.	<u>\$ 388,280</u>	<u>\$ 547,142</u>
Total Sources:	\$ 18,877,613	\$ 18,877,613

Uses of Funds:	
Acquisition:	\$ 7,350,000
On & Off Site Costs:	\$ 1,650,055
Relocation:	\$ 55,000
Architectural:	\$ 60,000
Survey & Engineering Fees:	\$ 50,000
Contingency Costs:	\$ 315,005
Construction Period Expenses:	\$ 923,162
Permanent Financing Expenses:	\$ 6,182,074
Legal Fees:	\$ 237,500
Capitalized Reserves:	\$ 332,789
Reports & Studies:	\$ 30,000
Other:	\$ 371,510
Developer Costs:	<u>\$ 1,320,518</u>
Total Uses:	\$ 18,877,613

Terms of Transaction:

Amount:	\$8,000,000
Maturity:	17 years
Collateral:	Deed of Trust on property
Bond Purchasers:	Private Placement
Estimated Closing:	January, 2015

Public Benefit:

The Rancho California Multifamily Affordable Apartments will provide 55 affordable apartments for low-income and very low income families. Temecula's low-income community has a serious need for senior affordable housing. This project will help supply the area with affordable housing for another 55 years.

Percent of Restricted Rental Units in the Project: 100%
15% (8 Units) restricted to 50% or less of area median income households.
85% (46 Units) restricted to 60% or less of area median income households.
Unit Mix: 2, 3 & 4 bedroom units
Term of Restriction: 55 years

Finance Team:

Lender:	Citi Community Capital
Bond Counsel:	Orrick, Herrington & Sutcliffe LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	Eichner Norris & Neumann PLLC
Borrower Counsel:	Nixon Peabody, LLP

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve a Final Resolution of \$8,000,000 for the Rancho California Apartments affordable housing project located in the City of Temecula, Riverside County, California.



GILROY APARTMENTS SUMMARY AND RECOMMENDATIONS

Applicant:	Cesar Chavez Foundation
Action:	Final Resolution
Amount:	\$16,632,000
Purpose:	Finance Affordable Rental Housing Project Located in the City of Gilroy, Santa Clara County, California
Activity:	Affordable Housing
Meeting:	December 12, 2014

Background:

Enriching and improving the lives of farm worker and Latino families by meeting their essential human, cultural and community needs is the Mission of the Cesar Chavez Foundation. The Chavez foundation, a 501(c) 3 non-profit organization, builds or renovates and operates thousands of units of high-quality affordable housing. It runs a communications network of nine radio stations in four states with a mix of popular regional Mexican music and educational-style Spanish-language programming reaching 500,000 daily listeners. Its student education tutoring programs boost academic achievement for under-served children as well as by preserving and promoting Cesar Chavez's legacy through service-learning. It has built and manages the Visitors Center and Memorial Gardens around Cesar's gravesite, and Villa La Paz, the new educational and conferencing center at La Paz in Keene, Calif.

Founded in 1966 as the National Farm Workers Service Center by Cesar Chavez, Dolores Huerta, Richard Chavez and others with involvement from Senator Robert F. Kennedy and legendary United Auto Workers President Walter Reuther, the service center was initially conceived to help meet the social service and health needs of farm workers across the United States. When Cesar began building the farm worker movement five decades ago, he knew it would take a strong union to address the economic injustices workers suffer at the workplace. He was also convinced it would take a movement to overcome the heavy burdens of poverty, discrimination and powerlessness his people endure.

Within the Cesar Chavez Foundation ("CCF"), the Housing and Economic Development Fund (HED) has focused on developing high-quality, service-enhanced affordable housing for working families and seniors. Through its focus, CCF has completed over 300 single-family homes for sale to low-income households and over 4,000 affordable multi-family units at more than 32 separate sites in California, Arizona, New Mexico and Texas.

Unlike most developers, the Cesar Chavez Foundation boasts a comprehensive approach to affordable housing that embraces constructing or extensively renovating each of its communities as well as managing a portfolio of more than 30 properties in a four-state region. This is accomplished by maintaining facilities that are safe, clean, efficient and aesthetically pleasing, with extensive amenities that include playgrounds, swimming pools, computer labs and special accommodations to address disabilities, language and cultural diversity, and transportation needs.

The Project:

The Gilroy Apartments is an acquisition/ rehabilitation of an affordable multi-family rental housing project consisting of a 111-unit building. The apartment complex was built in the 1980s and is an existing affordable multifamily project. The project consists of one, two, three and four bedroom apartments for people who earn at or below 50% of the area median income. This multi-family community has a beautifully landscaped courtyard, an outdoor recreation area, a community room and a basketball & sand volleyball court. Resident services will have an on-site service coordinator, after school programs and ESL classes. The acquisition/ rehabilitation of this project will continue to provide housing for 111 families for another 55 years. The project is located at 500 I.O.O.F. Avenue, in the City of Gilroy, Santa Clara County, California.

The City of Gilroy:

The City of Gilroy is a member of the CMFA and held a TEFRA hearing on August 4, 2014. Upon closing, the City is expected to receive approximately \$10,395 as part of the CMFA's sharing of Issuance Fees.

Proposed Financing:

Sources of Funds:	<u>Construction</u>	<u>Permanent</u>
Tax-Exempt Bond Proceeds:	\$ 16,632,000	\$ 14,194,000
LIH Tax Credit Equity:	\$ 1,490,199	\$ 9,934,659
Developer Equity:	\$ 100	\$ 100
Seller Note & Operating Revenue:	<u>\$ 11,532,104</u>	<u>\$ 7,792,455</u>
Total Sources:	\$ 29,654,403	\$ 31,921,214

Uses of Funds:	
Acquisition:	\$ 20,430,000
Rehabilitation:	\$ 3,330,000
Architectural & Engineering Fee:	\$ 390,358
Contractor Overhead & Profit:	\$ 909,923
Developer Fee:	\$ 2,460,000
Relocation:	\$ 1,943,189
Cost of Issuance:	\$ 989,383
Other Soft Costs:	<u>\$ 1,468,361</u>
Total Uses:	\$ 31,921,214

Terms of Transaction:

Amount:	\$16,632,000
Maturity:	17 years
Collateral:	Deed of Trust on property
Bond Purchasers:	Private Placement
Estimated Closing:	January, 2015

Public Benefit:

A total of 111 low-income households will continue to be able to enjoy high quality, independent, affordable housing in the City of Gilroy. The rehabilitation of this project will provide low-income families affordable living in the City of Gilroy for another 55 years.

Percent of Restricted Rental Units in the Project: 100%
100% (111 Units) restricted to 50% or less of area median income households.
Unit Mix: 1, 2, 3 & 4 bedroom units
Term of Restriction: 55 years

Finance Team:

Lender:	Citibank, N.A.
Bond Counsel:	Kutak Rock, LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	Kantor Taylor Nelson Evatt & Decina PC
Borrower Counsel:	Emilio Huerta Law Firm

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve a Final Resolution of \$16,632,000 for the Gilroy Apartments affordable housing project located in the City of Gilroy, Santa Clara County, California.



THE PRESIDIO APARTMENTS SUMMARY AND RECOMMENDATIONS

Applicant:	Redwood Housing Partners
Action:	Final Resolution
Amount:	\$17,000,000
Purpose:	Finance Senior Affordable Rental Housing Project Located in the City of San Clemente, Orange County, California
Activity:	Senior Affordable Housing
Meeting:	December 12, 2014

Background:

Redwood Housing Partners (“RHP”) and Affordable Housing Access (“AHA”) are collectively the Developers for this project. RHP will serve as the Project’s Developer and Special Limited Partner and AHA will serve as the Project’s Managing General Partner.

RHP is an affordable housing developer that was created to acquire, preserve and rehabilitate affordable multi-family housing properties throughout the country and is focused on raising the standard of living for low- and moderate-income Americans and improving the communities in which it operates. The founders of RHP, Ryan B. Fuson and Jeffrey S. Green, began their careers at Goldman Sachs where they worked closely with leading companies to analyze and execute a variety of strategic and financing alternatives, including mergers, acquisitions, divestitures, leveraged buyouts, initial public offerings and secondary offerings. Most recently, Mr. Fuson and Mr. Green founded RHP, which is structured to bring flexible, long-term capital to the affordable housing sector. RHP has partnered with value added investors, including partners at leading investment firms and senior executives across various industries, as well as what it believes is a best-in-class acquisition and operating team. Collectively, RHP and its partners have greater than 150 years of experience in real estate and significant experience with affordable housing in particular, including HUD regulations, tax credit programs and income certification requirements.

AHA is a nonprofit 501(c)(3) organization whose mission is to provide affordable housing and supporting social services for low-income families and the elderly. AHA owns and serves as a general partner of partnerships that own and operate affordable multifamily communities and has closed on 125 properties consisting of 17,822 units. The members of AHA’s board and its officers have significant experience as developers, owners and operators of affordable housing communities. More specifically, the organization’s CEO, William W. Hirsch, and President,

Jonathan B. Webb, have a combined total of over 60 years of experience in development, financing, management, ownership and operation of multifamily housing.

The Project:

The Presidio Apartments commonly referred to as Casa de Seniors is an acquisition/rehabilitation of a senior affordable rental housing project. The Project, which was constructed in 1986, consists of 72 units located in one 3-story building on approximately 1.1 acres of land. There are 18 studios and 54 one-bedroom, one-bathroom units. Each unit has a well-equipped kitchen, spacious living area and ample closet space. The community offers gated and secured access, a sun deck with ocean views, an activity room and library, onsite laundry facilities, an onsite management and leasing office, elevator service and 39 parking spaces. The Project currently operates at 100% occupancy and has a waiting list that exceeds 230 individuals. The acquisition/ rehabilitation of this project will continue to provide housing for 71 seniors for another 55 years. The project is located at 105 Avenida Presidio in San Clemente, California.

The City of San Clemente:

The City of San Clemente is a member of the CMFA and held a TEFRA hearing on November 6, 2014. Upon closing, the City is expected to receive approximately \$9,375 as part of the CMFA's sharing of Issuance Fees.

Proposed Financing:

Sources of Funds:	<u>Construction</u>	<u>Permanent</u>
Tax-Exempt Bond Proceeds:	\$ 15,000,000	\$ 12,200,000
Developer Equity:	\$ 250,000	\$ 694,657
LIH Tax Credit Equity:	<u>\$ 1,058,052</u>	<u>\$ 6,197,471</u>
Total Sources:	\$ 16,308,052	\$ 19,092,128

Uses of Funds:	
Acquisition:	\$ 13,750,000
Rehabilitation Costs:	\$ 1,422,150
Contractor Overhead & Profit:	\$ 181,001
Developer Fee:	\$ 2,179,643
Cost of Issuance:	\$ 379,289
Capitalized Interest:	\$ 258,117
Other Soft Costs:	<u>\$ 921,928</u>
Total Uses:	\$ 19,092,128

Terms of Transaction:

Amount:	\$17,000,000
Maturity:	17 years
Collateral:	Deed of Trust on property
Bond Purchasers:	Private Placement
Estimated Closing:	January, 2015

Public Benefit:

A total of 71 senior households will continue to be able to enjoy high quality, independent, affordable housing in the City of San Clemente. Amenities will include a courtyard and an outdoor recreation area. The rehabilitation of this project will continue to provide affordable living in the City of San Clemente for another 55 years.

Percent of Restricted Rental Units in the Project: 100%
21% (15 Units) restricted to 50% or less of area median income households.
78% (56 Units) restricted to 60% or less of area median income households.
Unit Mix: Studio & 1 bedroom units
Term of Restriction: 55 years

Finance Team:

Lender:	Citi Community Capital
Bond Counsel:	Orrick, Herrington & Sutcliffe LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	Kantor Taylor Nelson Evatt & Decina
Borrower Counsel:	Cox, Castle & Nicolson, LLP
Financial Advisor:	Miller Housing Advisors, LLC

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve a Final Resolution of \$17,000,000 for The Presidio Apartments affordable senior housing project located in the City of San Clemente, Orange County, California.



STANFORD AFFORDABLE APARTMENTS SUMMARY AND RECOMMENDATIONS

Applicant: The Related Companies

Action: Final Resolution

Amount: \$20,797,319

Purpose: Finance Affordable Multi-Family Rental Housing Facility Located in the City of Palo Alto, Santa Clara County, California

Activity: Affordable Housing

Meeting: December 12, 2014

Background:

In 1972, Stephen Ross founded Related Companies, known then as Related Housing Companies. From the beginning, Mr. Ross understood that only an experienced, multi-skilled team of professionals could drive Related to become what it is today – a fully integrated, highly diversified industry leader with expertise in virtually every aspect of development, acquisitions, management, finance, marketing and sales.

Today, Related owns and operates a premier portfolio of high quality assets valued at over \$15 billion. Affordable housing laid the foundation of Related Companies and they continue to place a high priority on developing, acquiring and preserving housing for this sector. In fact, over 60% of the 40,000 residential apartment homes under their management are part of one or more affordable housing programs, and an additional 20% of these homes provide workforce housing.

To date, Related has developed or acquired over 23,000 affordable housing units with a total value of approximately \$3.5 billion. Currently, they have over 7,000 units under development or under contract throughout the country with a value in excess of \$1.5 billion. Their expansive portfolio of award-winning affordable and mixed-income developments demonstrates their continuing ability to create affordable housing opportunities in a variety of geographically, economically and socially diverse neighborhoods.

The Project:

The Stanford Affordable Apartments is a new construction multifamily affordable housing project consisting of a four-story building with approximately 7,300 square feet of mixed-use space. The planned project includes 70- residential units (one, two and three bedroom units) and will be restricted at 30% to 60% of AMI. The project is located at 2450, 2470 and 2500 El Camino Real and is centrally located with ready access to a variety of bus and train lines. The project will offer a community room with a community kitchen, fitness center, laundry facility, and outdoor recreational area which will include barbeque area and bike storage. The financing of this project will result in the creation of 70 affordable apartments for the next 55 years.

The City of Palo Alto:

The City of Palo Alto is a member of the CMFA and held a TEFRA hearing on August 4, 2014. Upon closing, the City is expected to receive approximately \$12,632 as part of the CMFA's sharing of Issuance Fees.

Proposed Financing:

Sources of Funds:	<u>Construction</u>	<u>Permanent</u>
Tax-Exempt Bond Proceeds:	\$ 20,797,319	\$ 7,810,000
LIH Tax Credit Equity:	\$ 1,099,289	\$ 10,992,886
Other:	<u>\$ 14,566,279</u>	<u>\$ 17,660,000</u>
Total Sources:	\$ 36,462,887	\$ 36,462,886

Uses of Funds:	
On & Off Site Costs:	\$ 2,369,724
New Construction Costs:	\$ 18,529,484
Architect & Engineering Fees:	\$ 2,302,383
Contractor Overhead & Profit:	\$ 2,902,855
Developer Fee:	\$ 2,500,000
Cost of Issuance:	\$ 141,664
Capitalized Interest:	\$ 925,000
Other Soft Costs:	<u>\$ 6,791,776</u>
Total Uses:	\$ 36,462,886

Terms of Transaction:

Amount:	\$20,797,319
Maturity:	17 years
Collateral:	Deed of Trust on property
Bond Purchasers:	Private Placement
Estimated Closing:	January, 2015

Public Benefit:

A total of 70 households will be able to enjoy high quality, independent, affordable housing in the City of Palo Alto. Amenities at the complex will include a common community kitchen, fitness center, and an outdoor recreation area. The complex will offer a service coordinator, health and

wellness programs and adult education and skill building programs. The construction of this project will provide affordable living in the City of Palo Alto for 55 years.

Percent of Restricted Rental Units in the Project: 100%
20% (14 Units) restricted to 50% or less of area median income households.
79% (55 Units) restricted to 60% or less of area median income households.
Unit Mix: 1, 2 & 3 bedroom units
Term of Restriction: 55 years

Finance Team:

Lender:	Union Bank, N.A.
Bond Counsel:	Orrick, Herrington & Sutcliffe LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	Rutan & Tucker, LLP
Borrower Counsel:	Bocarsly Emden Cowan Esmail & Arndt LLP

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve a Final Resolution of \$20,797,319 for the Stanford Affordable Apartments affordable housing project located in the City of Palo Alto, Santa Clara County, California.



SEA MIST TOWERS APARTMENTS SUMMARY AND RECOMMENDATIONS

Applicant:	Volunteers of America National Services
Action:	Final Resolution
Amount:	\$12,000,000
Purpose:	Finance Senior Affordable Rental Housing Project Located in the City of Long Beach, Los Angeles County, California
Activity:	Senior Affordable Housing
Meeting:	December 12, 2014

Background:

For Volunteers of America (“VOA”) and the people they support, a home is far more than shelter; it's the foundation of life. VOA guides individuals and families by providing not only safe, affordable housing, but also the vital support services they need to thrive.

VOA is one of the nation’s largest nonprofit providers of quality, affordable housing for low and moderate-income households. They create and manage housing for the homeless, families with children, the elderly, and people with disabilities, including physical and mental disabilities.

VOA is also a proud member of the Partnership for Sustainable Communities, a national nonprofit group dedicated to helping make our communities more environmentally, economically, and socially sustainable through community planning and development.

Wherever there are people who need homes, Volunteers of America will be there, extending a smile and a helping hand.

The Project:

The Sea Mist Towers Apartments is an acquisition/ rehabilitation of a senior affordable rental housing project consisting of a 75-unit building. The apartment complex was built in 1991 and is an existing affordable senior housing project. The project consists of studio, one and two bedroom apartments for people who earn at or below 50% and 60% of the area median income. This senior family community has a beautifully landscaped courtyard, an outdoor recreation area and community room. Resident services will have an on-site service coordinator who provides

counseling and coordinates supportive services. The acquisition/ rehabilitation of this project will continue to provide housing for 74 senior families for another 55 years. The project is located at 550 East New York Street, Long Beach, California

The City of Long Beach:

The City of Long Beach is a member of the CMFA and held a TEFRA hearing on October 7, 2014. Upon closing, the City is expected to receive approximately 7,500 as part of the CMFA's sharing of Issuance Fees.

Proposed Financing:

Sources of Funds:	<u>Construction</u>	<u>Permanent</u>
Tax-Exempt Bond Proceeds:	\$ 12,000,000	\$ 8,500,000
Developer Equity:	\$ 555	\$ 557
LIH Tax Credit Equity:	\$ 525,592	\$ 5,525,922
Other (Seller Note, Acquired Reserve):	<u>\$ 5,126,184</u>	<u>\$ 5,126,184</u>
Total Sources:	\$ 17,652,331	\$ 19,152,663

Uses of Funds:	
Acquisition:	\$ 11,044,745
On-Site & Off-Site Costs:	\$ 55,800
Rehabilitation Costs:	\$ 3,459,583
Architect & Engineering Fees:	\$ 121,220
Developer Fee:	\$ 2,031,528
Relocation:	\$ 80,000
Cost of Issuance:	\$ 127,500
Capitalized Interest:	\$ 450,000
Other Soft Costs:	<u>\$ 1,558,121</u>
Total Uses:	\$ 19,152,663

Terms of Transaction:

Amount:	\$12,000,000
Maturity:	17 years
Collateral:	Deed of Trust on property
Bond Purchasers:	Private Placement
Estimated Closing:	January, 2015

Public Benefit:

A total of 74 senior households will continue to be able to enjoy high quality, independent, affordable housing in the City of Long Beach. Amenities will include a courtyard and an outdoor recreation area. Inside is a community room and computer lab with an instructor for coordinating senior services. The rehabilitation of this project will provide seniors affordable living in the City of Long Beach for another 55 years.

Percent of Restricted Rental Units in the Project: 100%
100% (74 Units) restricted to 60% of area median income households
Unit Mix: Studio, 1 and 2 bedroom units
Term of Restriction: 55 years

Finance Team:

Lender:	Wells Fargo Community Lending & Investment
Bond Counsel:	Quint & Thimmig LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	Jones Day
Borrower Counsel:	Levy, Levy, Levy
Financial Advisor:	Nancy Lewis Associates, Inc.

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve a Final Resolution of \$12,000,000 for the Sea Mist Towers Apartments affordable housing project located in the City of Long Beach, Los Angeles County, California.



WOODBURY UNIVERSITY PROJECT SUMMARY AND RECOMMENDATIONS

Applicant:	Woodbury University
Action:	Final Resolution
Amount:	\$40,000,000
Purpose:	Finance Educational Facilities for the Woodbury University, located in the City of Los Angeles, Los Angeles County, California.
Activity:	Private University
Meeting:	December 12, 2014

Background:

Woodbury University was founded in 1884 by F.C. Woodbury, as Woodbury's Business College, making it the second oldest institution of higher learning in Los Angeles and one of the oldest business schools west of Chicago. Woodbury University is one of the earliest colleges west of the Mississippi to admit women. Since its founding it has been available to both men and women.

The original mission of Woodbury University was to educate Angelenos in the practical areas of business; bookkeeping, commercial law and telegraphy. In 1931, the college created a division of professional arts centered on entertainment and design. In 1974, Woodbury College would change its name to Woodbury University.

The school was originally at 226 South Spring Street in downtown LA. By 1937, new facilities at 1027 Wilshire Boulevard were occupied, and for 50 years that location served as the university's classroom and administrative building. In 1985, the university acquired a 22.4-acre campus in Burbank and moved to these new facilities in October 1987. In 1998 the institution opened a satellite campus in San Diego.

Currently Woodbury University comprises three schools and one institute, including graduate and undergraduate programs: Business; Architecture; Media, Culture & Design; and Transdisciplinary Studies, offering undergraduate degrees in Business, Architecture, Animation, Fashion Design, Graphic Design, Interior Architecture, Psychology, Communication, Politics and History, Organizational Leadership, and Interdisciplinary Studies and graduate degrees in Business, Architecture, and Organizational Leadership.

The Project:

Woodbury University previously financed certain educational facilities, which are presently owned and operated by the university, with proceeds of the California Educational Facilities Authority Revenue Bonds, currently outstanding in the aggregate principal amount of \$17,000,000 (the “2006 Bonds”), and proceeds of the California Educational Facilities Authority Revenue Bonds Series 2007, the portion of which that are allocable to the Corporation is currently outstanding in the aggregate principal amount of \$6,140,000 (the “2007 Bonds” and together with the 2006 Bonds, the “Refunded Bonds”); The University has applied for the financial assistance of the Authority in order to (i) finance certain additional educational facilities which are to be owned and operated by the Corporation and (ii) to refinance the Refunded Bonds; the Authority has authorized the issuance of its California Municipal Finance Authority Revenue Bonds (Woodbury University), Series 2014 in the aggregate principal amount of \$38,500,000 (the “Bonds”), to finance the Project, to refinance the Refunded Bonds and to pay costs of issuing the Bonds.

The City of Los Angeles:

The City of Los Angeles is a member of the CMFA and held a TEFRA hearing September 14, 2014. Upon closing, the City is expected to receive up to \$11,666 as part of CMFA’s sharing of Issuance Fees.

Proposed Financing:

Sources of Funds:

Tax-Exempt Bonds:	\$ 38,500,000
Total Sources:	\$ 38,500,000

Uses of Funds:

New Construction:	\$ 15,000,000
Refinancing 2006 & 2007:	\$ 23,500,000
Total Uses:	\$ 38,500,000

Terms of Transaction:

Amount:	\$40,000,000
Maturity:	January 2030
Collateral:	Parity Debt (Gross Revenue Fund)
Bond Purchasers:	Private Placement
Estimated Closing:	December 2014

Public Benefit:

Since 1884, Woodbury University has served a distinguished role in meeting the educational needs of Southern California. The Mission Statement Woodbury University empowers people to do extraordinary things. They transform students into liberally educated professionals and socially responsible citizens by integrating transdisciplinarity, design thinking, entrepreneurship, and civic engagement into all programs. They achieve academic excellence by creating external partnerships, implementing effective internal processes, and ensuring quality in all programs and services.

Woodbury's more than 1,700 students attending our Burbank and San Diego locations represent the cultural diversity of Southern California and personify the American dream of education and hard work. With an average class size of fifteen, Woodbury students learn from a combination of full-time and part-time faculty. This mix of academically and practically trained professionals gives Woodbury students a balanced education focused on results

Finance Team:

Underwriter:	Western Alliance Public Finance, Inc.
Bond Counsel:	Orrick, Herrington & Sutcliffe LLP
Issuer's Counsel:	Jones Hall, APLC
Underwriter's Counsel:	Squire Patton Boggs
Borrower's Counsel:	Musick, Peeler & Garrett LLP
Financial Advisor:	Urban Futures

Recommendation:

The Executive Director recommends that the CMFA Board of Directors adopt a Final Resolution in the amount of \$40,000,000 to finance a private university facility located in the City of Los Angeles, Los Angeles County, California.



PACE RESOLUTION OF INTENTION SUMMARY AND RECOMMENDATIONS

Action:	Resolution
Purpose:	Finance or Refinance the Installation Of Distributed Generation Renewable Energy Sources, Energy Efficiency Improvements, Water Efficiency Improvements, Seismic Strengthening Improvements, Electric Vehicle Charging Infrastructure And Other Work, Infrastructure Or Improvements Authorized By Law
Activity:	Energy Efficiency and Renewable Energy PACE Loans
Meeting:	December 12, 2014

Background:

The CMFA has been approached by PACE Funding Group LLC (“PFG”) and Energy Efficient Equity (“E3”) to facilitate a statewide residential Property Assessed Clean Energy (“PACE”) program.

PACE programs help local economies and the environment by providing financing for energy and water efficient home improvements and renewable energy systems. Communities with PACE Programs have increased construction activity, created jobs, lowered utility bills and reduced greenhouse gas emissions. Through the PACE Program, homeowners can apply for low cost financing for home improvements such as installing solar energy systems, replacing an old air conditioning system, air sealing and weatherization, and installing insulation. Homeowners repay the financing through their property tax bill over the useful life of the installed products.

Similar to other types of tax liens, PACE property tax liens currently enjoy a priority position ahead of other non-tax lienholders. The program is 100% voluntary and allows property owners to benefit from potentially lower energy costs and improved property values. PACE financing provides a means of paying for large energy efficiency and renewable energy improvements on property that may include a lower interest rate and is typically tax deductible to the property owner.

Under AB 811, signed into law in 2008, these voluntary assessments would stay with a property if it were sold. PACE was designed to overcome a significant obstacle in achieving greater residential participation in energy/water efficiency: lack of a standard financing product and homeowners’ uncertainty about how long they would own their property.

Discussion:

Status of Residential PACE in California:

Much has occurred since PACE was authorized under AB 811; jurisdictions moved to create programs and FHFA signaled its concerns which subsequently caused many programs to be placed on hold. However, a number of jurisdictions throughout the State have continued operation of their own residential PACE programs. The evaluation and assessment of the risks to the jurisdictions and property owners of the FHFA statements and potential actions by FNMA, FMAC and/or their lenders have been interpreted differently by individual jurisdictions. The actions suggested by FHFA as addressed to FNMA, FMAC and their lenders include:

- PACE violates mortgage contract and can be considered an act of default.
- Lenders may require larger down payments for all new mortgages issued in communities that offer PACE financing.
- Lenders may require mortgage holder consent prior to homeowners receiving PACE financing.
- Lenders may tighten underwriting requirements to make it harder for buyers to qualify for new mortgages in entire communities that offer PACE financing.

Program administrators and cities cite the information below in determining to move forward with residential PACE programs:

- Program administrators will halt residential PACE programs upon any action taken by FHFA, FNMA, FMAC and/or their lenders.
- Jurisdictions have continued to offer residential PACE assessments and, to date, no action has been taken by FHFA, FNMA, FMAC or their lenders in legal or other proceedings.
- California's creation of a Residential PACE reserve fund (described further below) to protect FNMA and FMAC lenders against losses due to senior collection of assessments under foreclosure mitigates FHFA's primary concern that lenders will be negatively impacted by foreclosures involving residential PACE assessments having seniority over mortgages.
- FHFA, FNMA and FMAC do not directly regulate lending institutions that can determine on their own whether to implement any actions against properties with PACE assessments
- Statistics in residential PACE jurisdictions show that lenders are, for the most part, not requiring payoff of assessments upon refinancing or property sale.
- Recent statistics indicate that because PACE applicants must meet specified underwriting criteria, the risk of foreclosures on properties with PACE assessments is less than the foreclosure rates on properties without PACE assessments.
- Disclosure to homeowners of the actions that lenders may take against properties with PACE assessments, including the risk of foreclosure and the requirement to pay off the assessment upon sale of the property, which provides appropriate legal protection to the PACE jurisdiction. However, while homeowners in a PACE jurisdiction may still enter into an Installment Plan of Redemption to pay delinquent taxes pursuant to California Revenue and Taxation Code Section 4217, such action does not alleviate the risk of foreclosure under PACE.
- Neither FHFA, FNMA, FMAC nor any other stakeholder have intervened in any proceedings undertaken by jurisdictions to legally create PACE programs.
- Recently, the Federal Housing Finance Agency has reached an agreement with several mid-size lenders that will allow Fannie and Freddie to buy mortgages on homes encumbered by liens booked under the property-assessed clean energy (PACE) program, so

long as the mortgage lenders agree to repurchase any of the home loans that default. The FHFA, which declined to comment, has yet to officially adopt the policy.

Residential PACE programs were created and continue to operate in Riverside County, San Bernardino County, Sonoma County, Placer County, City of Palm Desert and the City of Fresno. In the HERO programs in Riverside and San Bernardino, as of March of 2014 (in about 1.5 years of operation), over 11,000 projects have been completed or approved for funding. These projects represent over \$130 million in private investment. Sonoma County has funded about 2,000 residential projects totaling around \$30 million invested. Data from these jurisdictions and projects confirms many of the assumptions listed above and shows that residential PACE is clearly meeting a market demand for a financing product geared towards energy/water efficiency and renewable resources.

Even though PACE loans are taxable the CMFA will act as an Issuer in order for the loan to qualify as a property tax assessment. CMFA related administration activities include reviewing each loan to make sure it is complete and meets the underwriting requirements specified in the program as well as ensuring documents are properly executed. Ongoing administration of the loan is performed by the Trustee and all property tax lien filings and related administration are handled by the Assessment Administrator.

As with other CMFA financings, repayment of the loan is the responsibility of the borrower and not the CMFA. PACE loans are secured by a senior lien position on the property.

Future Steps:

1. Finalize Program Documents and Guidelines
 - a. Program Book
 - b. CMFA Confirming Resolution (Est. January 16, 2015)
 - c. CMFA PACE Public Hearing (Est. January 16, 2015)
 - d. CMFA CEQA Resolution (Est. January 16, 2015)
 - e. CMFA PACE Bond Resolution (Est. January 16, 2015)
 - f. Form of Issuance Certificate & Electronic Signature (January 16, 2015)
 - g. Guidelines
2. Validation Process
 - a. File Validation Complaint (Est January 2015)
 - b. Validation Judgment Entered (Est March 2015)
 - c. Validation Appeal Period Complete (Est April 2015)
3. Interested JPA Members Approve a Resolution Joining the CMFA PACE Program
4. Begin Financing PACE Improvements

Public Benefit:

PACE programs encourage energy efficiency and diversifies energy sources, both of which reduce the impact on existing infrastructure. Furthermore, PACE programs provide property owners with a low cost alternative to financing major energy efficiency improvements or renewable energy retrofits. The program helps the economies of the communities we serve by creating new jobs and retaining existing jobs.

Finance Team:

Bond Purchaser:	TBD
Program Administrators:	PACE Funding Group LLC and Energy Efficient Equity
Bond Counsel:	Orrick, Herrington & Sutcliffe, LLP
Issuer Counsel:	Jones Hall, APLC
Assessment Administrator:	David Taussig & Associates
Trustee:	Wilmington Trust

Recommendation:

The Executive Director recommends that the CMFA Board of Directors adopt a resolution declaring its intention to finance or refinance the installation of distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, electric vehicle charging infrastructure and other work, infrastructure or improvements authorized by law and the appointment of PACE Funding Group LLC and Energy Efficient Equity as a program administrators and Orrick, Herrington & Sutcliffe as bond counsel.

SUPPLEMENTAL INFORMATION

Residential PACE Program Data ¹				
	Sonoma County Energy Independence Program*	MPower Placer County**	Palm Desert ***	HERO****
Program Information				
Status	Operating since 2009 No stop due to FHFA.	Re-opened July 9, 2013.	In operation from 2008-2013. The program funded over 350 energy projects for a total of \$6.5M. The City's program is no longer active. The City joined the regional PACE program developed by CVAG and administered by Ygrene using private funding.	Launched in 2011. No stop due to FHFA. 131 cities/ counties have signed up (41 in LAC). Recently securitized \$104m in PACE residential assessments.
PACE Reserve Fund Participation	Yes. Approved March 2014	Yes. For all new applicants.	Not available.	Yes. The reserve will not increase the fees paid by the customer
Project Information/ Economic Impact				
Financed Projects (#)	1,980	173	350	10,382
Financed Projects (\$)	\$55,497,552	\$5,812,808	\$6,500,000	\$193,931,862
Energy Efficiency Projects (\$)	\$13,807,676	Not available.	\$3,250,000	\$125,318,562
Renewable Projects (\$)	\$40,884,924	Not available.	\$3,250,000	\$68,613,300
Average Project Cost	\$28,000	\$29,300	\$20,000	\$18,679
Jobs Created	603	47	Not available.	2,378
Energy Impact				
Est. Annual Savings per Home Owner (\$)	\$1,575	Not available	Not available	\$2,167
Lender Impact				
PACE defaults	0	0	0	0
PACE Late Payments	0.42%	0.58%	0%	<1%
Props Sold/Refinanced	485	Not available	Nota available	878
Props Sold/ Refinanced with lien carried	161	Not available	Not available	756
Interest Rate & Fees				
Interest Rate	7%	6%	7.64% - 8.59%	5.95%-8.95%
Fees charged to Home Owners	\$203 + .25% Reserve Fee + \$43 annual admin^	\$706 + .25% Reserve Fee + \$ annual administration^	Not available	6.95% Admin +\$95 Recording + \$35 annual administration*****

¹ Source: 2014 Los Angeles County Staff Report, dated May 06, 2014, Mark J. Saladino, John Naimo, Jim Jones

SUPPLEMENTAL INFORMATION

* Information from 2/25/2014

** Information from 01/31/2014

*** Information from website and City of Palm Desert

**** Information from HERO 4/8/14

***** These fees vary on location and may be negotiated. They do not represent potential HERO program costs in LA County.

^ These jurisdictions use Treasury Pool and General Fund to finance projects.

¹ Source: 2014 Los Angeles County Staff Report, dated May 06, 2014, Mark J. Saladino, John Naimo, Jim Jones

SUPPLEMENTAL INFORMATION

Typical Underwriting Criteria for Residential PACE Programs

- ☐ Applicant(s) must be the owner(s) of record of the property.
- ☐ Mortgage-related debt on the property must not exceed 90% of the value of the property.
- ☐ Property owner(s) must be current on their property taxes for the prior twelve (12) months.
- ☐ Property owners must be current on all property debt of the subject property at the time of application and cannot have had more than one 30-day mortgage late payment over the previous 12 months.
- ☐ Property owner(s) have not declared bankruptcy in the past two (2) years and the property is not currently an asset in a bankruptcy proceeding.
- ☐ No involuntary liens greater than \$1,000.
- ☐ The amount to be financed under the Program may not exceed 10% of the value of the Property.
- ☐ The combined amount to be financed under the Program plus the mortgage related debt must not exceed 100% of the value of the Property.

¹ Source: 2014 Los Angeles County Staff Report, dated May 06, 2014, Mark J. Saladino, John Naimo, Jim Jones

SUPPLEMENTAL INFORMATION

FHFA Regulatory Timeline and Milestones

July 2008 – AB 811 signed into law by Governor Schwarzenegger.

2009-2010 – L.A. County receives ARRA funding (formula and competitive grants), initiates development of PACE program.

Mid 2010 – L.A. County PACE program design completed, judicial validation planned.

July 2010 - FHFA guidance letter

- ☐ PACE creates “safety and soundness concerns.” Authorizes actions may be undertaken to protect investments.
- ☐ PACE violates mortgage contract and can be considered an act of default.
- ☐ Require larger down payments for all new mortgages issued in communities that offer PACE financing.
- ☐ Require mortgage holder consent prior to homeowners receiving PACE financing.
- ☐ Tighten underwriting requirements to make it harder for buyers to qualify for new mortgages in entire communities that offer PACE financing.

Late 2010 – County suspends Residential PACE program. Sonoma County, Placer County, Palm Desert continue residential PACE programs.

Late 2010 – Initiation of Legal Action

- ☐ CA files lawsuit against FHFA (joined by Sonoma County, Palm Desert).
- ☐ 9th Circuit judge ruled that FHFA had violated the Administrative Procedures Act and required a public rulemaking process on PACE. FHFA appeals ruling; initiates rulemaking process. Thousands of comments received during rulemaking supporting PACE.
- ☐ In its Proposed Rule (6/15/12), FHFA said it would consider a PACE insurance or reserve fund as a “risk mitigation alternative”.
- ☐ The 9th Circuit Court of Appeals overturned the judge’s ruling (3/19/13) and said that FHFA had acted as a “conservator” and not as a “regulator” and dismissed the case.

July 2011 - Bi-Partisan Legislation introduced in Congress. HR 2599 would have required FNMA and FMAC to allow PACE; and would have established national standards for PACE programs. HR 2599 receives broad and deep national bi-partisan political support. PACE support continues under HR 4285 introduced in March 2014

September 2011 – L.A. County Commercial PACE Program rolls out.

November 2012 - Gov. Brown writes to President Obama to ask the President to direct FHFA to work with California on PACE insurance reserve.

September 2013 – Governor Brown announces to FHFA that he will establish a PACE reserve, under the direction of California Alternative Energy and Advanced Transportation Financing Agency (CAEATFA) under the State Department of Finance. CAEATFA will develop regulations to run the program. FHFA is invited to comment. In the event of foreclosure, FNMA and FMAC will be able to recover outstanding PACE assessments.

¹ Source: 2014 Los Angeles County Staff Report, dated May 06, 2014, Mark J. Saladino, John Naimo, Jim Jones

SUPPLEMENTAL INFORMATION

January 2014 - CAEATFA issues draft regulations governing the reserve, holds public workshop and takes comments. No comments submitted by FHFA, FNMA or FMAC.

February/March 2014 - CAEATFA board unanimously voted to approve the PACE reserve; becomes operational in March.

November 2014 - Federal Housing Finance Agency reached an agreement with several mid-size lenders that will allow Fannie and Freddie to buy mortgages on homes encumbered by liens booked under the property-assessed clean energy (PACE) program, so long as the mortgage lenders agree to repurchase any of the home loans that default. The FHFA, which declined to comment, has yet to officially adopt the policy.

¹ Source: 2014 Los Angeles County Staff Report, dated May 06, 2014, Mark J. Saladino, John Naimo, Jim Jones



LORENZO APARTMENTS SUMMARY AND RECOMMENDATIONS

Purpose: Preliminary Consideration of Proceeding with the Preparation of Documentation for the Acquisition of a Student Housing Facility in the City of Los Angeles.

Activity: Student Housing

Meeting: December 12, 2014

Background:

The CMFA has been approached by representatives of G.H. Palmer Associates (the “Developer”) about a possible acquisition of a student housing facility known as the Lorenzo Apartments near the University of Southern California campus in Los Angeles, CA. The Project acquisition is estimated to be approximately \$600 million.

The Project:

The Project is a mixed use development consisting of approximately 1,050 multifamily housing residential units, health and wellness center, ancillary common areas, recreational amenities, and retail / commercial space in a total project floor area of approximately 1.4 million square feet. The Project opened on June 1, 2013, and today is at approximately 41% leased up, predominantly to students that attend the University of Southern California and surrounding universities / colleges.

Terms of Transaction:

Amount:	\$600,000,000
Maturity:	March, 2050
Collateral:	Deed of Trust
Bond Purchasers:	Institutional
Estimated Closing:	March, 2015

Public Benefit:

As a condition for gaining land use entitlements and permits to develop the Project, the Developer worked closely with City of Los Angeles and a host of coalition organizations to develop a community benefits program memorialized in a Cooperation Agreement to maximize the Project’s benefits to the South Los Angeles community. The Community Benefits Program

details the numerous community benefits agreed to by the Developer that would need to be assumed by the CMFA should it proceed with the Project ownership. Among other things, these community benefits include:

- Development of a Health and Wellness Center dedicated to health care, improving nutrition, wellness, health awareness and education, and fitness solely for low-income and indigent families and individuals in South Los Angeles.
- Set aside of five (5%) percent (approx. 46 units) of the Project's units to individuals or families earning at or below 50% of the area median income.
- Employment of local low-income and at-risk job applicants to facilitate the Project construction in accordance with the City's Living Wage Ordinance.
- Permanent employment opportunities for local low-income job applicants for which 60% of the permanent jobs meet the City's Living Wage Ordinance
- Promotion of small business development by way of the Developer's contribution of \$300,000 to a Community Benefits Fund to be used as a revolving loan fund for small business in South Los Angeles.
- Improvement of transit oriented development by way of the Developer's contribution of \$200,000 to the Community Benefits Fund to improve transit oriented designs and create smart growth projects in South Los Angeles.

The proposed acquisition by CMFA of the Project will assist in the continued provision of these community benefits and will facilitate the Lorenzo to satisfy the local universities' needs to provide high quality additional housing to fulfill their respective educational missions. The project can continue to be committed exclusively for student housing with this ownership structure in place, primarily for USC but also for Loyola, St. Mary's, Pepperdine, Occidental, Los Angeles City College, UCLA, and other surrounding campuses.

Finance Team:

Placement Agent:	Stern Brothers & Co.
Placement Agent Counsel:	TBD
Bond Counsel:	Orrick, Herrington & Sutcliffe, LLP
Purchasers:	Series A, \$450M- Deutsche Bank Series B, \$150M- Seller Takeback
Purchaser's Counsel- Series A:	Kutak Rock LLP
Issuer Counsel:	Jones Hall APLC
Borrower Counsel:	Bret H. Reed, ALC
Borrower Special Counsel:	Eichner Norris & Neumann PLLC
Trustee:	U.S. Bank National Association
Owner at Maturity	PFA
Appraiser:	PricewaterhouseCoopers, LLC

Recommendation:

The Executive Director recommends that the CMFA Board of Directors allow for further consideration and negotiation of the proposed acquisition of a student housing facility located in the City of Los Angeles, Los Angeles County, California,; and authorize the preparation of project documentation subject to further review and consideration by the CMFA Board of Directors.

Attachment A

The list of community groups and nonprofits that are party to the Cooperation Agreement include:

- Coalition for Responsible Community Development, a California [nonprofit] corporation;
- Community Development Technology Center, a California nonprofit corporation;
- Esperanza Community Housing Corporation ("Esperanza"), a California [nonprofit] corporation;
- Tenemos que Reclamar y Unidos Salvar La Tierra-South LA ("T.R.U.S.T. South LA"), a California nonprofit corporation;
- Natural Resources Defense Council, Inc., a New York nonprofit corporation;
- Playa Vista Job Opportunities and Business Services, a California non-profit corporation;
- Strategic Actions for a Just Economy ("SAJE");
- St. Francis Center, a California non-profit corporation;
- St. John's Well Child & Family Center, Inc., a California non-profit corporation;
- United University Church, a California [nonprofit] corporation; and
- Vermont Village Community Development Corporation, a California [nonprofit] corporation.

Attachment B

Community Benefits Program – Lorenzo Project

Lorenzo: Community Benefits Program Framework
02/09/11

Issue	Amount/Obligation	Timing
<p>1. Health and Wellness Center (§ III, pp. 26-29)</p>	<ul style="list-style-type: none"> Center: 7,500 s.f. on-site wellness center on 23rd St., rent free for 20 years (§§ III.B, B(1) (est'd value ≈ \$4.5M over 20 years) <ul style="list-style-type: none"> Palmer and Coalition to agree on initial and future Center Operators during 20-year term (§§ III.B, B(2), pp. 26-27) Operator must enter lease (§ III.B, p. 27) Operator responsible for utilities (§ III.B(1), p. 27) Operator then Coalition have first rights to negotiate new lease under market terms after 20 years (§§ III.B(2)(3), p. 27) If Center is vacant for two years during 20-year term, Palmer may find a new tenant at sole discretion (§ III.B(2), p. 27) Design: Palmer to make architect available and pay for design of TIs and preparation of plans; Palmer and St. John's to mutually agree on design/plans (§ III.B(4), p. 28) Construction: Palmer to construct TIs at reasonable level of quality for clinics serving at-risk populations (§ III.B(5), p. 28) Payments: \$2,103,000 in operating support, equipment, and supplies (§ III.C, p. 29) 	<ul style="list-style-type: none"> TI (est'd cost to Palmer ≈ \$75/sq. ft (\$562,000) + architect fees (§§ III.B(4),(5), p. 28.) <ul style="list-style-type: none"> TIs to be complete before any residential or retail tenant occupancy (§ III.B(5), p. 28.) Rent free for 20 years (§ III.B(1), p. 27) Plus, \$2,103,000 in operating support, supplies, and equipment (§ III.C, p. 29), paid thus: <ul style="list-style-type: none"> \$220,000 for medical supplies three (3) months before any retail or residential tenant occupancy (§ III.C(1), p. 29) \$365,000 for medical equipment three (3) months before any retail or residential tenant occupancy (§ III.C(2), p. 29) \$649,000 for operations two (2) weeks before any retail or residential tenant occupancy (§ III.C(1), p. 29) \$869,000 for operations one (1) year after \$649,000 payment (§ III.C(1), p. 29)
<p>2. Health Promoters (§ III.D, p. 29)</p>	<ul style="list-style-type: none"> Payment: \$160,000 for Community Health Promoters (Esperanza program) (§ III.D, p. 29) 	<ul style="list-style-type: none"> \$160,000 six (6) months before any retail or residential tenant occupancy (§ III.D, p. 29)
<p>3. Affordable Housing (§ IV, pp. 29-32)</p>	<ul style="list-style-type: none"> Leasing: 5% on-site Very Low (§ IV.C, p. 30) <ul style="list-style-type: none"> Dispersed throughout project and in comparable size and bedroom mix to market units (§ IV.C(1), p. 30) Operated in compliance with City and LAHD requirements (§ IV.C(1), p. 30) Covenants must be recorded restricting units for 30 years (§ IV.C(6), p. 31) 	<ul style="list-style-type: none"> \$40,000 for oversight six (6) months before Cofo for any residential uses (§ IV.C(7), p. 32) <ul style="list-style-type: none"> Documents sent to compliance reviewer when sent to LAHD (§ IV.C(7), p. 32) Coordination with Coalition designee prior to initial lease-up and when affordable units become vacant (§§ IV.C(3),(4), p. 31)

Issue	Amount / Obligation	Fining
	<ul style="list-style-type: none"> Priority to tenants working/living in LA (§ IV.C(5), p. 31) Palmer must apply additional eligibility criteria to students (for details, see § IV.C(2), pp. 30-31) Palmer must coordinate with Coalition designee prior to lease-up and upon unit vacancies for tenant referrals (for details, see §§ IV.C(3),(4), p. 31) <u>Oversight</u>: \$40,000 for compliance oversight of on-site affordable (§ IV.C(7), p. 32) <ul style="list-style-type: none"> Palmer must provide designated reviewer with all LAHD documentation at the time it is provided to LAHD (§ IV.C(7), p. 32) <u>Additional Payments</u>: \$1,050,000 for affordable housing trust fund (§ IV.B, p. 30) 	<ul style="list-style-type: none"> Plus, \$1,050,000 to affordable housing trust fund (§ IV.B, p. 30), thus: <ul style="list-style-type: none"> \$500,000 at residential building permit (§ IV.B(1), p. 30) \$550,000 one (1) year after first payment (§ IV.B(1), p. 30)
4. Construction Jobs (§ V, pp. 32-36)	<ul style="list-style-type: none"> <u>Jobs Program</u>: 30% local hiring goal (§ V.D(1), p. 33) <ul style="list-style-type: none"> Incl. 10% at-risk hiring goal (at least 8% must be referred by Jobs Coordinator), with priority to residents within 3 miles of Project site (§§ V.D(2),(4), p. 33) Measured in total hours worked (§§ V.D(1),(2), p. 33) Best efforts standard for compliance (§§ V.D(1),(2), p. 33) Enforceable on on-site contractors (§§ V.D(1),(2), p. 33) Workers hired to meet goals must receive at least a Living Wage (§ V.D(6), p. 34) <u>Monitoring and Compliance</u>: Detailed notification, reporting and record keeping procedures for compliance (for details see §§ V.D(3),(5) and (7), pp. 33-34; § V.F, pp. 34-35) <ul style="list-style-type: none"> Damages for Non-Compliance = \$168 (\$21 per hour) for each work-day (i.e., 8 hours of work for one employee) where performance falls short of goals (§ V.F(4), p. 36) <u>Payments</u>: <ul style="list-style-type: none"> \$60,000 for coordination, training (§ V.B, p. 32) \$40,000 for third party oversight (§ V.C, p. 32) 	<ul style="list-style-type: none"> Notification, reporting and record keeping during construction (for details see §§ V.D(3),(5) and (7), pp. 33-34; § V.F, pp. 34-35) \$60,000 for coordination/training at residential building permit issuance (§ V.B, p. 32) \$40,000 for oversight at residential building permit issuance (§ V.C, p. 32)

Issue	Amount / Obligation	Timing
<p>5. Permanent Jobs (\$ VI, pp. 36-41)</p>	<ul style="list-style-type: none"> Local Hiring Goal: 40% local worker goal for entire Project (incl. residential, retail and health center) (§ VILC(1), p. 36) <ul style="list-style-type: none"> Best efforts standard for compliance (§ VILC(1), p. 36) Notification requirements when jobs become available to receive referrals (applies only to companies with 15 or more employees) (for details see §§ VILC(2)(a),(b), p. 37) Exclusive hiring of local workers during three weeks following notification of job opportunities before initial operations and for five days following notification of future job opportunities (unless goal is met) (applies only to companies with 15 or more employees) (§ VILC(2)(c), p. 37) Quarterly reporting (incl. info. from tenants) during first year of operations, annually thereafter (§ VILC(2)(e), p. 38) Living Wage Requirement: 60% living wage guarantee for entire Project applicable to companies with 15+ employees (incl. residential, retail and health center) (§ VLD, pp. 39-40) Detailed annual reporting (§ VLD(c), pp. 39-40) Compliance: <ul style="list-style-type: none"> Local Hiring: If Palmer is not in good-faith compliance in any year, must pay \$21 per hour for each hour short of goal (for details see § VLE(a), p. 40) Living Wage: If Palmer is not in compliance (based on average over five years), must pay \$21 per hour for each hour short of requirement during five year period (for details, see § VLE(b), pp. 40-41) Payments: \$300,000 for job training, referral services, monitoring and enforcement (§ VLB, p. 36) 	<ul style="list-style-type: none"> Local Hiring Goal and Living Wage Requirement during operations (including notification and reporting) (§§ VILC(1),(2), pp. 37-38; VLD, pp. 39-40) Plus, \$300,000 for job training, referral services, monitoring and enforcement (§ VLB, p. 36), thus: <ul style="list-style-type: none"> \$200,000 six (6) months before any retail or residential tenant occupancy (§ VLB(1), p. 36) \$100,000 at CofO for residential or retail (§ VLB(1), p. 36)
<p>6. Small Business Support (\$ VII, pp. 41-42)</p>	<ul style="list-style-type: none"> Retail Space: 10% of retail space set aside for 10 years for local small businesses (privately owned by local residents, less than \$300,000/year, less than 15 employees, not affiliated with national or corporate chain) (§ VILC, p. 41) 	<ul style="list-style-type: none"> Retail set-aside for 10 years (§ VILC, p. 41) Rent subsidy for 10 years (§ VILC, p. 41) Detailed reporting obligations for 10 years (§ VLE, p. 42)

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Issue	Amount / Obligation	Timing
	<ul style="list-style-type: none"> o Rent subsidy for local small businesses (decreases from 50% to 10% of market value over time) (for details see § VII.C, p. 41) • <u>Monitoring</u>: Annual reporting once operations commence (§ VII.E, p. 42) • <u>Payments</u>: \$300,000 for small business loans (§ VII.B, p. 41) 	<ul style="list-style-type: none"> • Plus, \$300,000 for small business loan fund (§ VII.B, p. 41), thus: <ul style="list-style-type: none"> o \$200,000 six (6) months before any retail or residential tenant occupancy (§ VII.B(1), p. 41) o \$100,000 at CoFo for residential or retail (§ VII.B(1), p. 41)
7. TOD Planning (§ VIII, pp. 42)	<ul style="list-style-type: none"> • <u>Payments</u>: \$200,000 for TOD planning fund (§ VIII.B, p. 42) 	<ul style="list-style-type: none"> • \$200,000 for TOD planning fund (§ VIII.B, p. 42), thus: <ul style="list-style-type: none"> o \$100,000 at residential building permit issuance (§ VIII.B(1), p. 42) o \$100,000 at CoFo for residential or retail (§ VIII.B(1), p. 42)
8. Legal Fees (Cooperation Agreement ¶ 11, p. 11)	<ul style="list-style-type: none"> • <u>Payments</u>: \$200,000 for legal fees (Cooperation Agreement ¶ 11, p. 11) 	<ul style="list-style-type: none"> • \$200,000 for legal fees 90 days following issuance of discretionary Project Approvals enabling Palmer to obtain building permits for Site A (Cooperation Agreement ¶ 11, p. 11)
9. Reporting (Cooperation Agreement ¶ 10, p. 11)	<ul style="list-style-type: none"> • <u>Reporting</u>: Palmer to provide Coalition designee with reports on compliance with Cooperation Agreement <ul style="list-style-type: none"> o Quarterly reports starting three (3) months after commencement of construction on Site A and continuing for one (1) year after first CoFo for residential or retail (Cooperation Agreement ¶ 10, p. 11) o Annual reporting starting twelve (12) months after last quarterly report (Cooperation Agreement ¶ 10, p. 11) 	<ul style="list-style-type: none"> • Term of settlement agreement
10. Enforcement (Cooperation Agreement ¶ 7, pp. 7-8)	<ul style="list-style-type: none"> • Contract rights (Cooperation Agreement ¶ 7(c),(d), pp. 7-8) • Damages/specific performance (Cooperation Agreement ¶ 7(c),(d), pp. 7-8) • ADR process (Cooperation Agreement ¶ 7(b), p. 7) • Legal fees to opponents if prevail (Cooperation Agreement ¶ 7(c),(d), pp. 7-8) 	<ul style="list-style-type: none"> • Term of settlement agreement

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<u>TOTAL CASH</u> (excl. TIs est'd at \$562,000)	<u>90 Days After Site A Approval</u>	<u>At Bldg Permit</u>	<u>1 yr after Bldg Permit</u>	<u>6 months before CofO</u>	<u>6 months before any tenant</u>	<u>3 months before any tenant</u>	<u>2 weeks before any tenant</u>	<u>CofO</u>	<u>1 Year later</u>
	\$200,000	\$500,000 \$60,000 \$40,000 \$100,000	\$550,000	\$40,000	\$160,000 \$200,000 \$200,000	\$220,000 \$365,000	\$649,000	\$100,000 \$100,000 \$100,000	\$869,000
\$4,453,000	\$200,000	\$700,000	\$550,000	\$40,000	\$560,000	\$585,000	\$649,000	\$300,000	\$869,000

COMMUNITY BENEFITS PROGRAM LORENZO PROJECT

I. PURPOSE

The purpose of this Community Benefits Program for the Lorenzo Project is to provide for a coordinated effort between Coalition Organizations and Palmer to maximize the Project's benefits to the South Los Angeles community. This Community Benefits Program is agreed to by the Parties in connection with, and as a result of, the Cooperation Agreement to which it is attached. The Community Benefits Program will provide community-serving health and wellness space and funding for a community-serving health and wellness center, community health promotion, affordable housing promotion, small business support, transit oriented development support in the community, and support to address issues of local jobs and living wages for jobs provided at the Project and during Project construction.

II. DEFINITIONS

As used in this Community Benefits Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form. Any capitalized terms not specifically defined in this Community Benefits Program shall have the meanings as set forth in the Cooperation Agreement to which it is attached.

"At-Risk Resident" shall mean a Local Resident who either has a household income of less than 50% of the Area Median Income in Los Angeles County or has one of the following barriers to employment at the time of program entry: being homeless; history of substance abuse; receiving public assistance; lacking a GED or high school diploma; having a history of involvement with the justice system (including ex-gang affiliated); being a single custodial parent; or suffering from chronic unemployment.

"Certificate of Occupancy" shall mean either a Certificate of Occupancy or a Temporary Certificate of Occupancy for any residential unit or retail space in the Project (for these purposes, the Health and Wellness Center is neither residential nor retail space).

"Community Benefits Fund" shall mean a nonprofit fund or trust account that shall be established with and administered by The California Endowment or another qualified third party designated by the Coalition Organizations' Representative, established to hold and distribute funds provided to it by Palmer according to procedures established by agreement between the third party entity and the Coalition Organizations' Representative, with such funds to be used only for purposes as set forth in this Program.

"Construction Employer" shall mean any Contractor performing Project Work, including subcontractors of any tier.

"Contractor" shall mean any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, performing Project Work.

"Cooperation Agreement" shall mean the Cooperation Agreement to which this Community Benefits Program is attached.

"Health and Wellness Center" shall mean a 7,500 square-foot community health facility on the ground floor of the Project dedicated to the following uses: health care, improving nutrition, wellness, health awareness, fitness and health education, for low-income and indigent families and individuals who are underserved, uninsured, and underinsured.

"Health and Wellness Center Operator" shall mean St. John's or another non-profit medical or health services provider or providers mutually approved by the Coalition Organizations' Representative and Palmer. Palmer shall not unreasonably refrain from approving a provider other than St. John's.

"Jobs Coordinator" shall mean an entity designated by the Coalition Organizations' Representative, subject to Palmer's approval which shall not unreasonably be withheld; to perform referral services and related services pertaining to Section V of this Program.

"LAHD" shall mean the Los Angeles Housing Department.

"Lease" shall mean the lease agreement that shall be entered into by and between Palmer and the Health and Wellness Center Operator (or Operators) and that shall contain terms and conditions consistent with this Program and the Cooperation Agreement.

"Local Hire Schedule" shall mean a schedule that establishes the hiring process and the approximate timetable to be followed by Palmer and all Construction Employers to achieve the overall requirements of the Jobs Program set forth in Section V.D of this Program.

"Local Resident" shall mean an individual whose primary place of residence is within (3) three miles of the Project or in a Poverty ZIP Code at the time of hire.

"Local Small Business" shall mean a local business that: (1) is privately owned and operated; (2) has fewer than fifteen (15) employees; (3) makes no more than \$300,000 in annual gross sales at the time of lease execution; (4) is not affiliated with a national, corporate chain; and (5) is owned by an individual or individuals residing within three

miles of the Project, or in any Poverty Zip Code that is within five miles of the Project at the time of lease execution.

"On-Site Work" shall mean work, other than construction work, performed on the Project site by an individual whose employment position is performed in whole or in part at the Project Site.

"Permanent Employer" shall mean Palmer and any entity that employs at least fifteen (15) employees in performance of On-Site Work, excluding any owners of the entity or the owners' family members.

"Poverty ZIP Code" shall mean a zip code within in the City of Los Angeles that contains all or part of a census tract in which the rate of unemployment exceeds 150% of the average for Los Angeles County.

"Program" shall mean this Community Benefits Program.

"Project Work" shall mean construction work physically performed on the Project Site.

"St. John's" shall mean St. John's Well Child & Family Center, Inc., a California nonprofit corporation.

"Term" shall mean the twenty (20) year period commencing on the date the initial Health and Wellness Center Operator accepts possession of the Health and Wellness Center space.

III. HEALTH SERVICES

- A. Purpose.** The purpose of this Section is to address the deficit of community-serving health care uses in the South Los Angeles community. This Section establishes a Health and Wellness Center on the ground floor of the Project dedicated to the following uses: health care, improving nutrition, wellness, health awareness and education, and fitness solely for low-income and indigent families and individuals who are underserved, uninsured, and underinsured. The Health and Wellness Center will be maintained for local residents of South Los Angeles in an easily accessible and responsive manner. The community-serving health efforts under this Section will help address this deficit, providing a lasting benefit to the South Los Angeles community.
- B. Designated Health and Wellness Center Space.** Palmer shall provide 7,500 square feet in the Project's ground floor in the approximate location shown on Exhibit 1 to this Program for the Health and Wellness Center. Palmer agrees to provide the

Health and Wellness Center space to the Health and Wellness Center Operator, who shall enter a Lease for the Health and Wellness Center.

1. **Rent-Free.** The Health and Wellness Center space shall be provided rent-free and real estate tax-free for the Term, but the Health and Wellness Center Operator will be required to pay all utilities and other operating expenses for the Health and Wellness Center.
2. **Selection of New Health and Wellness Center Operator.** If at any time during the Term the Health and Wellness Center Operator is unable to continue operation of the Health and Wellness Center, the Coalition Organizations' Representative may nominate for Palmer's approval, which shall not unreasonably be withheld, one or more other qualified community health and wellness providers to operate the Health and Wellness Center. Any such new provider or providers shall then become the Health and Wellness Center Operator for purposes of this Program and shall enter a new Lease with Palmer for the remainder of the Term, on the same terms as the previous Lease with the previous Health and Wellness Center Operator. If the Coalition Organizations' Representative cannot identify a qualified new community health and wellness provider such that the space designated for the Health and Wellness Center remains vacant for two (2) years, then Palmer shall no longer be obligated to make that space available for the Health and Wellness Center and may find another tenant for that space. Under no circumstances can the Health and Wellness Center be operated so as to create a nuisance to the Project or the community, nor can it be operated in violation of any federal, state, or local law, nor can it be used as a dispensary for medical marijuana, methadone, or other similar substances.
3. **Expiration of Term and Right of First Refusal.** If a Health and Wellness Center Operator in possession of the Health and Wellness Center wants to continue to operate the Health and Wellness Center at the end of the Term, then six (6) months prior to the end of the Term the Health and Wellness Center Operator shall make this intention known to Palmer in writing and the parties may, in their mutual discretion, negotiate a new lease in good faith under market terms. After the expiration of the Term, if a Health and Wellness Center Operator elects not to negotiate a new lease, the Coalition Organizations' Representative shall be offered the right of first refusal to negotiate with Palmer a new lease in good faith under market terms for the

Health and Wellness Center space to provide health, wellness, and education services.

4. **Design of Physical Layout and Architect Fees Paid.** The design and layout of the Health and Wellness Center shall be reasonably consistent with the sample schematic St. John's has provided to Palmer and that is attached as Exhibit 2 to this Program. Any changes to that design shall be mutually agreed upon by St. John's and Palmer. Palmer shall cover all reasonable architectural expenses related to the design of the Health and Wellness Center, including the design of all reasonably requested tenant improvements.
5. **Complete Construction of Physical Layout.** Prior to the first tenant occupancy of the residential or retail portions of the Project, Palmer shall construct the tenant improvements to the Health and Wellness Center consistent with the mutually agreed upon design and layout at its sole expense. The finished quality of the tenant improvements will be of reasonable quality for such a nonprofit medical health center serving an at-risk population in the City of Los Angeles.
6. **Signage.** Clear and appropriate signage shall be provided to direct patients to the Health and Wellness Center. Signage shall be provided at the same standards of quality and size as what is provided for retail spaces at the Project.
7. **Parking.** Parking for the Health and Wellness Center patrons will be sufficient to meet the reasonable needs of the Health and Wellness Center, taking into account that many patients are expected to travel by public transit and taking into account that Coalition Organizations have advocated for de-coupling parking and space leases to discourage car trips. Reasonable parking shall be provided for employees of the Health and Wellness Center.
8. **Access.** Pedestrians must have direct access to the Health and Wellness Center from 23rd Street, and the Health and Wellness Center shall be in the approximate location shown on Exhibit 1 to this Program.
9. **Safety.** Palmer shall act in good faith and not treat the employees and patrons of the Health and Wellness Center any differently than retail

tenants of the Project with respect to secure and harassment-free means of entry and exit to the Health and Wellness Center.

- C. **Funding for Health Services.** Palmer shall pay a total of \$2,103,000 to the Community Benefits Fund to fund the establishment and operation of the Health and Wellness Center. That total sum shall be apportioned as follows.
1. **Initial Operating Expenses.** Palmer shall pay \$220,000 to the Community Benefits Fund no later than three (3) months prior to occupancy by the first retail or residential tenant of the Project. These funds may be used to purchase medical supplies and pharmaceuticals for the Health and Wellness Center. Palmer shall pay \$649,000 to the Community Benefits Fund at least two (2) weeks prior to occupancy by the first retail or residential tenant of the Project. Palmer shall pay \$869,000 to the Community Benefits Fund no later than 365 days after the Community Benefits Fund receives the second payment required under this provision. These funds shall only be used to help fund the Health and Wellness Center's operations.
 2. **Medical Equipment.** Palmer shall pay \$365,000 to the Community Benefits Fund no later than three (3) months prior to occupancy by the first retail or residential tenant of the Project. These funds shall only be used to purchase medical equipment for the Health and Wellness Center.
- D. **Community Health Outreach.** Palmer shall pay \$160,000 to the Community Benefits Fund, which shall be used for health promotion services in South Los Angeles, including outreach to local residents regarding health care services and other health related information. These funds shall be paid to the Community Benefits Fund no later than six (6) months prior to occupancy by the first retail or residential tenant of the Project.

IV. AFFORDABLE HOUSING

- A. **Purpose.** The purpose of this Section IV is to address affordable housing needs in the South Los Angeles community. Palmer has included approximately 1,051 residential units as part of the Project. Palmer has committed to restrict five (5) percent of the Project's units to individuals or families at the Very Low income level. This Section provides for monitoring of this commitment, and funding for the development or retention of additional affordable housing at other locations in South Los Angeles. The

affordable housing efforts under this Section will provide a lasting benefit to the South Los Angeles community.

B. **Affordable Housing Funding.** Palmer shall pay a total of \$1,050,000 (exclusive of the funding requirement of Section C.7, below) to the Community Benefits Fund, which shall only be used to acquire or develop new affordable housing units, or to rehabilitate or preserve existing affordable housing units in South Los Angeles.

1. **Timing of Distribution of Funds.** Palmer shall pay \$500,000 to the Community Benefits Fund within thirty (30) days following the issuance of a building permit for the residential portion of the Project. Palmer shall pay a second installment of \$550,000 to the Community Benefits Fund no later than 365 days after the Community Benefits Fund receives the first payment required under this provision.

C. **Affordable Housing Leasing and Monitoring.**

1. **Project Set Aside for Very Low Income Housing.** Pursuant to the Los Angeles Density Bonus Ordinance (Los Angeles Municipal Code Section LAMC 12.22.A.25), Palmer shall set aside five (5) percent of the total housing units actually built in the Project for residents at the Very Low income level (the "Affordable Housing Units"). Palmer shall operate those Affordable Housing Units in full compliance with all of City of Los Angeles and LAHD requirements for Very Low income housing, including but not limited to the Los Angeles City Density Bonus Ordinance and the Density Bonus Agreement (hereinafter, the "Density Bonus Agreement") that shall be finalized and agreed upon with LAHD, a sample of which is included as Exhibit 3 for illustrative purposes (it is understood that Exhibit 3 contains a sample draft provided by LAHD, and is not the final version that LAHD and Palmer will execute). Affordable Housing Units shall be built on site, dispersed within the development, and comparable in size and bedroom unit mix to the market-rate units in the Project, consistent with the Los Angeles Density Bonus Ordinance and final Density Bonus Agreement. For purposes of this Agreement, the term "Very Low income" shall be as defined in the Los Angeles City Density Bonus Ordinance.
2. **Eligibility of Student Applicants.** In addition to complying with LAHD's requirements for Very Low income housing, Palmer shall apply the following additional eligibility restriction for applicants who are also full-time students. If all of the proposed occupants of an Affordable Housing

Unit are full-time students (as defined by the school the student attends), the proposed occupants shall be eligible for an Affordable Housing Unit only if, in addition to meeting all other eligibility requirements for Very Low income housing, at least one of the full-time student applicants meets one or more of the following criteria: (a) receives Temporary Assistance for Needy Families (TANF) assistance; or (b) is a single parent with a dependent child in the household; or (c) is a participant in a South LA job training program for at risk or disadvantaged persons. Students that are claimed as dependents on their parent's federal income taxes or whose parent(s) are guarantors of the rental/lease agreement must include parental household income information on their tenant income survey in order to determine affordable housing eligibility.

3. Initial Lease-up. Project leasing staff will meet with a representative designated by the Coalition Organizations ("Program Representative") to discuss the requirements of the leasing application process for the Affordable Housing Units at least two (2) months prior to initiation of the initial lease-up period for the Affordable Housing Units. Palmer also shall provide the Program Representative with marketing materials at least two (2) weeks prior to the initiation of the initial lease-up period for the Affordable Housing Units. The Program Representative can make referrals for the Affordable Housing Units and Palmer shall advise the Program Representative about the status of the Program Representative's referred applications and the reasons for denial, if any.
4. Vacancies. When vacancies occur or Palmer learns vacancies are about to occur in the Affordable Housing Units, Palmer shall notify the Program Representative on the earlier of the date that Palmer is required to provide notice of same to LAHD under the Density Bonus Agreement, or the date that is at least two (2) weeks prior to marketing a vacated or to be vacated unit.
5. Tenant Selection. Selection of tenants for the Affordable Housing Units shall be based on LAHD requirements. Further, and in addition to good faith consideration of the Program Representative's referrals for the Affordable Housing Units, Palmer shall give first priority to applicants who live and work in the City of Los Angeles.
6. Covenants. Prior to issuance of a Certificate of Occupancy, Palmer shall record affordability covenants required by LAHD on the Affordable

Housing Units guaranteeing that the units will be affordable to, and occupied by, Very Low Income households for at least a period of thirty (30) years from the issuance of the initial Certificate of Occupancy.

7. Compliance Reviewer. Not later than six (6) months before issuance of a Certificate of Occupancy for residential uses at the Project, Palmer shall provide \$40,000 to the Community Benefits Fund to retain an entity to assist with reviewing all of Palmer's submissions to LAHD concerning the Affordable Housing Units, and, on at least a bi-annual basis, all applications and income verification information submitted for the Affordable Housing Units, along with access to the waitlist that is kept for those units, and to confirm that Palmer has met LAHD's requirements and complied fully with the affordable housing obligations in the Program. Palmer shall provide the reviewing entity with all of the aforementioned documentation and all documentation required by LAHD for monitoring the Affordable Housing Units at the time such documentation is provided to LAHD, and the reviewing entity shall conduct a peer-review of that documentation. In the event that the reviewing entity determines that Palmer is not in compliance with LAHD requirements, the reviewing entity or any Coalition Organization may report such non-compliance to LAHD for enforcement consistent with the provisions in the Affordable Housing Units' affordability covenants. Additionally, Coalition Organizations may take any other action under the Program to enforce in full Palmer's affordable housing commitments, including the right to enforce the provisions of the Density Bonus Agreement.

V. CONSTRUCTION JOBS

- A. Purpose. The purpose of this Section is to facilitate the employment of local low-income and at-risk job applicants in construction jobs associated with Project construction (the "Jobs Program").
- B. Construction Jobs Funding. No later than the issuance of a building permit for the Project's first residential units, Palmer shall pay \$60,000 to the Community Benefits Fund. These funds shall only be used to support activities of the Jobs Coordinator in relation to the Project.
- C. Compliance Reviewer. No later than two weeks prior to the issuance of a building permit for the Project's first residential units, Palmer shall provide \$40,000 to Coalition Organizations, to be used for retention of an entity to assist

in monitoring and enforcement of requirements of this Section (the "Compliance Reviewer").

D. Jobs Program.

1. Construction Jobs Reserved for Local Residents. Palmer shall require that all Construction Employers working on the Project Site use their best efforts to achieve a goal of having thirty (30) percent of all hours of Project Work physically performed at the Project Site be performed by Local Residents (the "Local Hiring Goal"). The Local Hiring Goal shall be measured based on the total number of hours of Project Work, and not on the number of hours of Project Work performed by a particular Contractor or Contractors.
2. Construction Jobs Reserved for At-Risk Residents. Palmer shall require that all Construction Employers working on the Project Site use their best efforts to achieve a goal of having at least ten (10) percent of all hours of Project Work be performed by At-Risk Residents (the "At-Risk Hiring Goal"), which shall be divided as follows: at least eight (8) percent shall be worked by candidates referred by the Jobs Coordinator and the remaining two (2) percent may be worked by candidates from any source. The At-Risk Hiring Goal shall be measured based on the total number of hours of Project Work, and not on the number of hours of Project Work performed by a particular Contractor or Contractors. At-Risk Residents shall be counted towards the Local Hiring Goal.
3. Notification. Palmer shall require that each Construction Employer provides notification to the Jobs Coordinator of job openings at least thirty (30) days in advance of commencement of hiring for positions performing Project Work, where feasible and consistent with the Local Hiring Schedule. Notification includes the number and descriptions of available positions, job qualifications, salary, expected hours, duration of employment, and special job requirements (language skills, drivers' license, etc.).
4. Hiring Priority. Palmer shall require that, in hiring At-Risk Residents for Project Work, each Construction Employer gives preference to At-Risk Residents whose primary place of residence is within a three (3) mile radius of the Project.

5. **Hiring Orientation.** At least thirty (30) days prior to commencement of construction activities by each Construction Employer, and at all pre-bid and pre-construction meetings for each Construction Employer, Palmer shall schedule an orientation with the Construction Employers who will be performing Project Work, and with the Jobs Coordinator and the Compliance Reviewer. The purpose of this orientation is to help all Construction Employers understand the provisions of this Section and, to ensure that they have a plan for compliance, including the preparation of a Local Hiring Schedule.
6. **Living Wage.** Palmer shall require that any construction worker hired to meet the Local Hiring Goal or the At-Risk Hiring Goal receives at least a Living Wage as defined by the City's Living Wage Ordinance, Los Angeles Administrative Code, Section 10.37.
7. **Local Hire Report.** Palmer shall report quarterly to the Jobs Coordinator on the progress of its compliance with this Section in a format to be determined by mutual agreement of Palmer and the Jobs Coordinator. In compiling Local Hire Reports, Palmer shall be entitled to rely on information provided by Construction Employers, without responsibility to perform independent investigation, unless Palmer receives an allegation or discovers evidence that a Construction Employer's reporting is inaccurate. Local Hire Reports shall detail each Construction Employer working on the Project Site, and shall include, at a minimum:
 - a. Residency of each Local Resident and At-Risk Resident hire;
 - b. Wage rates of each Local Resident and At-Risk Resident hire;
 - c. Hours of construction work performed by each Local Resident and At-Risk Resident hire (monthly and cumulative); and
 - d. Total hours performed by all construction workers on the Project Site (monthly and cumulative).
- F. **Monitoring and Compliance.** Palmer shall provide the Jobs Coordinator and the Compliance Reviewer with a Local Hiring Schedule and Local Hire Reports that shall provide the basis for establishing compliance with this Section.
 1. **Policies and Procedures.** No later than ninety (90) days following the issuance of all discretionary Project Approvals necessary to obtain building permits for the portion of the Project on Site A, provided that no litigation has been filed challenging those Project Approvals or, if so, that

the litigation is dismissed or Palmer prevails in it such that the Project Approvals are upheld in full and a judgment to that effect has become final, the Jobs Coordinator shall provide Palmer for its approval, which shall not be unreasonably withheld, policies and procedures for this Section V, that are consistent with the requirements of this Section. Palmer shall comply with the mutually agreed upon policies and procedures. The Jobs Coordinator shall refer all construction workers possessing required skills that satisfy the Local Hiring Goal or At-Risk Hiring Goal to Palmer.

2. **Goal Achievement.** If Palmer has met or exceeded the Local Hiring Goal and the At-Risk Hiring Goal upon the completion of Project construction, Palmer shall be in compliance with this Section V.
3. **Other Demonstrations of Compliance.** If Palmer has not met the Local Hiring Goal or the At-Risk Hiring Goal upon the completion of Project construction, but Palmer has substantially and in good faith performed the requirements of this Section V and documented the list of required activities below, Palmer shall be deemed in compliance with this Section V even if any Construction Employer on an individual basis fails to comply with the requirements of this Section or the list of required activities below:
 - a. Develop and submit a Local Hiring Schedule 30 days prior to construction start;
 - b. Contractually agree to comply with this Section and obtain letters of assent from each Construction Employer;
 - c. Work with the Jobs Coordinator; regularly contact and document contact with the Jobs Coordinator;
 - d. Use and document the use of the Jobs Coordinator-approved craft request forms to be sent to the Jobs Coordinator;
 - e. Document waiting period for requested referrals and any lack of responses from the Jobs Coordinator;
 - f. Document reasons for not hiring candidates referred by the Jobs Coordinator to meet Local Hiring Goal or At-Risk Hiring Goal, if applicable;
 - g. Submit quarterly Local Hire Reports in a timely manner; and
 - h. Allow the Jobs Coordinator and the Compliance Monitor reasonable access to documentation of those activities, in a timely manner.

4. Liquidated Damages for Non-Compliance. If Palmer has not met the Local Hiring Goal or the At-Risk Hiring Goal and has not substantially and in good faith performed the requirements of this Section V and documented performance of the list of required activities in Section V.F.3, Palmer shall pay liquidated damages to the Community Benefits Fund in the amount of \$168 (\$21 per hour) for each work-day by which performance fell short of the Local Hiring Goal or the At-Risk Hiring Goal. A work-day is defined as eight (8) hours of work for one employee.

VI. PERMANENT JOBS

- A. Purpose. The purpose of this Section is to facilitate the employment of local low-income job applicants in permanent, quality employment positions associated with the Project.
- B. Permanent Jobs Funding. Palmer shall pay a total of \$300,000 to the Community Benefits Fund: \$200,000 of which shall only be used to fund job training and referral services, including training and referral of workers for employment with Permanent Employers; and \$100,000 of which shall be used by Coalition Organizations for the purposes of monitoring, implementing and enforcing this Program.
 1. Timing of Distribution of Funds. Palmer shall pay \$200,000 to the Community Benefits Fund no later than six (6) months prior to occupancy by the first retail or residential tenant of the Project. Palmer shall pay the remaining \$100,000 to the Community Benefits Fund within thirty (30) days of the issuance of the first Certificate of Occupancy for any residential or retail portion of the Project.
- C. Permanent Jobs First Source Hiring Requirements.
 1. Local Resident Hiring Requirement. Palmer shall use its best efforts to achieve the goal of having at least forty (40) percent of employee hours of On-Site Work performed in the aggregate for the Project's Permanent Employers be worked by Local Residents (the "Permanent Hiring Goal"). Employees of the Health and Wellness Center and employees providing health promotion services through the funding provided under Section III.D who are Local Residents shall be counted towards the Permanent Hiring Goal to the extent inclusion of such employees helps achieve the Permanent Hiring Goal.

2. Hiring process.

- a. Long-Range Planning. Within a reasonable time after the information is available following agreement by a Permanent Employer to commence operations within the Project, the Permanent Employer shall provide to the Referral System, as defined in Section VI.C.3, a written description of the approximate number and type of jobs that will need to be filled and the basic qualifications necessary.
- b. Notification of Job Opportunities. Prior to hiring for any job for performance of On-Site Work, the Permanent Employer will notify the Referral System of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g. language skills, drivers' license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties, in the reasonable discretion of the Permanent Employer.
- c. Hiring. The Permanent Employer may at all times consider applicants referred or recruited through any source. When making initial hires for the commencement of the Permanent Employer's operations in the Project, the Permanent Employer will hire only Local Residents until the earlier of a three-week period following the notification of job opportunities described above or the Permanent Hiring Goal is met, based on the number of job opportunities then available for that Permanent Employer. When making hires after the commencement of operations in the Project, the Permanent Employer will hire only Local Residents for a five-day period following the notification of job opportunities, unless the Permanent Hiring Goal has already been met, based on the number of job opportunities then available for that Permanent Employer. During such periods, Permanent Employers may hire Local Residents recruited or referred through any source. During such periods Permanent Employers will use normal hiring practices, including interviews, to consider all applicants referred by the Referral System. After such periods, Permanent Employers

shall make good-faith efforts to hire Local Residents, but may hire any applicant recruited or referred through any source.

- d. **No Referral Fees.** Permanent Employers shall not be required to pay any fee, cost or expense of the Referral System or any potential employees referred to the Permanent Employer by the Referral System in connection with such referral.
 - e. **Reporting and Recordkeeping.** Palmer will provide reports to the Coalition Organizations' Representative regarding the number, by job classification, of Local Residents hired by the Permanent Employers during the previous reporting period and the total number of employees hired by the Permanent Employers during the previous reporting period (as provided below). In compiling these reports, Palmer shall be entitled to rely on information provided by Permanent Employers, without responsibility to perform independent investigation, unless Palmer receives an allegation or discovers evidence that a Permanent Employer's reporting is inaccurate. Each Permanent Employer shall retain records sufficient to assess compliance with requirements of this Section VI.C, including records of referrals from the Referral System, job applications, and number of Local Residents hired. These reports shall be provided quarterly for the first year following commencement of operations of any retail uses on Site A, and then annually thereafter. These reports shall be provided within thirty days after the end of the preceding reporting period.
3. **Referral System.** Coalition Organizations shall create and implement a referral system to refer qualified, trained applicants to Permanent Employers (the "Referral System"). After receiving notification of job openings from a Permanent Employer, the Referral System will attempt to promptly identify and refer to the Permanent Employer Local Residents and other applicants that meet the Permanent Employer's requested qualifications. The Referral System shall prioritize referrals in the following order:
- a. **First Priority:** Local Residents residing within a two-mile radius of the Project;
 - b. **Second Priority:** Local Residents residing within a five mile radius of the Project;

- c. Third Priority: other applicants meeting the Permanent Employer's requested qualifications.

D. Living Wage Requirement. Palmer shall ensure that 60% of the jobs in the Project performed for Permanent Employers for On-Site Work are Living Wage Jobs, as defined below (the "Living Wage Requirement"). Palmer and the Coalition Organizations agree that this is a reasonable requirement in light of all of the circumstances. Compliance with this requirement shall be measured every five years from issuance of the first Certificate of Occupancy for the residential or retail portion of the Project. Employees of the Health and Wellness Center and employees providing health promotion services through the funding provided under Section III.D shall be counted towards the Living Wage Requirement to the extent inclusion of such employees helps achieve the Living Wage Requirement.

- a. Definition of Living Wage Jobs. For purposes of this Program, the following jobs shall be considered Living Wage Jobs:

- i. jobs covered by the City's Living Wage Ordinance;
- ii. jobs for which the employee is paid on a salaried basis at least \$20,600 per year if the employee is provided with employer-sponsored health insurance, or \$23,100 per year otherwise (these amounts will be adjusted in concert with cost-of-living adjustments to wages required under the City's Living Wage Ordinance);
- iii. jobs for which the employee is paid at least \$10.30 per hour if the worker is provided with employer-sponsored health insurance, or \$11.55 per hour otherwise (these amounts will be adjusted in concert with cost-of-living adjustments to wages required under the City's Living Wage Ordinance); and
- iv. jobs covered by a collective bargaining agreement.

- b. Compliance Calculation. The percentage of Living Wage Jobs in the Project will be calculated as the number of workers performing On-Site Work for Permanent Employers in jobs that qualify as Living Wage Jobs, divided by the total number of employees performing On-Site Work for Permanent Employers.

- c. Reporting Requirements. Palmer will provide an annual report to the Coalition Organizations' Representative regarding the percentage of jobs in the Project that

are Living Wage Jobs. The report will contain Project-wide data as well as data regarding each Permanent Employer. Data regarding Permanent Employers will not include precise salaries; rather, such data will only include the number of jobs and the percentage of these jobs that are Living Wage Jobs. If the report indicates that the Living Wage Requirement is not being met, Palmer will include as part of the report a discussion of the reasons why that is the case. In compiling this report, Palmer shall be entitled to rely on information provided by employers, without responsibility to perform independent investigation, unless Palmer receives an allegation or discovers evidence that an employers' wage reporting is inaccurate. This report shall be filed for any given year or partial year by April 30th of the succeeding year.

E. Compliance.

- a. **Permanent Hiring Goal.** If Palmer and its Permanent Employers have substantially and in good faith complied with the hiring process in Section VI.C.2, Palmer shall be in compliance with the Permanent Hiring Goal even if it has not met the Permanent Hiring Goal in any one (1) year period. If Palmer has met the Permanent Hiring Goal for its own employees, but has not met the Permanent Hiring Goal when accounting for the employees of other Permanent Employers, Palmer shall nonetheless be in compliance with the Permanent Hiring Goal if Palmer includes in the annual report written evidence demonstrating best efforts to enforce the Permanent Hiring Goal on Permanent Employers, which evidence may include, but shall not be limited to, issuance of default or other enforcement letters under leases with Permanent Employers for failure to assist Palmer in meeting the Permanent Hiring Goal. If Palmer has not substantially and in good faith complied with the hiring process in Section VI.C.2 and has not met the Permanent Hiring Goal in any one (1) year period, Palmer agrees to pay into the Community Benefits Fund \$21 per hour for each hour short of the Permanent Hiring Goal in that year.
- b. **Living Wage Requirement.** Palmer shall be deemed in compliance with the Living Wage Requirement if the requirement is met on average over the 5-year period, even if in any one year during the five-year period, less than 60% of the jobs in the Project performed for Permanent Employers for On-Site Work are Living Wage Jobs. If Palmer has met the Living Wage Requirement for its own employees; but has not met the Living Wage Requirement when accounting for the employees of other Permanent Employers, Palmer shall nonetheless be in compliance with the Living Wage Requirement if Palmer includes in the annual report written evidence demonstrating best efforts to enforce the Living Wage Requirement on Permanent Employers, which evidence may include, but shall not

be limited to, issuance of default or other enforcement letters under leases with Permanent Employers for failure to assist Palmer in meeting the Living Wage Requirement. If Palmer has not met the Living Wage Requirement at the end of the 5-year compliance period established in Section VI.D, Palmer agrees to pay into the Community Benefits Fund \$21 per hour for each hour short of the Living Wage Requirement during that 5-year compliance period.

VII. SMALL BUSINESS

- A. Purpose.** The purpose of this Section is to promote small business development in the area surrounding the Project and the 23rd Street Exposition Light Rail Station. With the understanding that the South Los Angeles Area already suffers from a lack of technical assistance and financial investment in commercial areas, the goal is to provide economic opportunities that are not currently readily accessible to small business owners in the South Los Angeles community.
- B. Funding for Small Businesses.** Palmer shall pay a total of \$300,000 to the Community Benefits Fund, which shall only be used to create and facilitate the use of a revolving loan fund for small businesses in South Los Angeles.
 - 1. Timing of Distribution of Funds.** Palmer shall pay \$200,000 to the Community Benefits Fund no later than six (6) months prior to occupancy by the first retail or residential tenant of the Project. Palmer shall pay the remaining \$100,000 to the Community Benefits Fund within thirty (30) days of the issuance of a Certificate of Occupancy.
- C. Local Small Business Space.** Palmer shall set aside ten (10) percent of the Project's retail space for Local Small Businesses (the "Reserved Space"). The Reserved Space shall be provided to Local Small Businesses at a discount off of market rate rents for a ten (10) year period. The discounted rates will be the following:
 - 1. Years 1-3:** fifty (50) percent market value rent discount;
 - 2. Years 4-7:** twenty-five (25) percent market value rent discount; and
 - 3. Years 8-10:** ten (10) percent market value rent discount.
- D. Small Business Referrals.** An entity selected by Coalition Organizations shall identify and refer Local Small Businesses to Palmer as potential retail tenants in the Project. These referrals by the entity selected by Coalition Organizations shall be given priority consideration for the Reserved Space, which consideration shall result in leasing of available Reserved Space unless Palmer has a good faith

reason for selecting another tenant who conforms to the definition of Local Small Business.

- E. **Monitoring.** Palmer shall provide annual reports to Coalition Organizations' Representative starting one year from the date retail operations of the Project commence identifying the percentage of retail space in the Project occupied by Local Small Businesses.

VIII. FUNDING FOR TRANSIT ORIENTED DEVELOPMENT STRATEGIES

- A. **Purpose.** The purpose of this Section is to promote transit oriented development strategies and designs and/or implementation of those strategies in the communities surrounding the Project Site and in South Los Angeles. The goal of these provisions is to establish a fund to improve transit oriented designs and create smart growth projects, so as to avoid conflicts with the local community's access to transit.
- B. **Funding.** Palmer shall pay a total of \$200,000 to the Community Benefits Fund, which shall only be used to improve and facilitate transit oriented development strategies and smart growth strategies in South Los Angeles, and may not be used to specifically oppose any development project proposed by Palmer or the Palmer Releasees. This provision does not preclude use of such funds to support development of generalized policies regarding Transit Oriented Development and other smart growth practices or proposed means to improve any project, including any development project proposed by Palmer or the Palmer Releasees.
 - 1. **Timing of Distribution of Funds.** Palmer shall pay \$100,000 to the Community Benefits Fund no later than the issuance of a building permit for the Project's residential units. Palmer shall pay the remaining \$100,000 to the Community Benefits Fund within thirty (30) days of the issuance of a Certificate of Occupancy.

IX. POTENTIAL RE-ALLOCATION OF FUNDS

The Coalition Organizations may, in their discretion, use any of the funds paid to the Community Benefits Fund for any of the purposes detailed in this Program or for the administration, oversight, or enforcement of this Program or the Cooperation Agreement, without regard to the provisions in this Program discussing the currently planned uses for such funds. The Coalition Organizations shall not use any of the funds paid to the Community Benefits Fund for any other purposes. The Coalition Organizations shall have discretion to establish terms and procedures through which the entity holding the

Community Benefits Fund shall maintain and distribute such funds, so long as such terms and procedures, and the uses of such funds, are consistent with terms of this Program.



INFORMATIONAL ITEMS FOR THE CMFA SUMMARY AND RECOMMENDATIONS

Item:	Administrative Issues; A., B., C., D., E., F., G.
Action:	Each meeting, the board has the opportunity to discuss, without taking any formal actions on items; A. Executive Director Report B. Marketing Update C. Membership Update D. Transaction Update E. Legislative Update F. Internal Policies and Procedures G. Legal Update



PROCEDURAL ITEMS FOR THE CFSC SUMMARY AND RECOMMENDATIONS

Items: A1, A2, A3

Action: Pursuant to the by-laws and procedures of CFSC, each meeting starts with the call to order and roll call (A1) and proceeds to a review and approval of the minutes from the prior meeting (A2). After the minutes have been reviewed and approved, time is set aside to allow for comments from the public (A3).



MINUTES

Regular Meeting of the Board of the California Foundation for Stronger Communities (the “Foundation”)

Date: November 21, 2014

Time: 11:00 a.m.

**City Hall, 200 S. Anaheim Blvd, 6th Floor, Anaheim, CA 92805
~~5105 Manzanita Avenue, Carmichael, CA 95608~~**

In attendance at the Foundation’s meeting were Board Members Bob Adams, Justin McCarthy, Deborah Moreno and Faye Watanabe comprising a quorum. Justin McCarthy served as chair. The meeting was called to order.

Executive Director, Edward Becker attended. Ben Barker, Lee McCormick and Travis Cooper for Sierra Management Group L.L.C. attended as financial advisors to the Foundation. Ron Lee of Jones Hall, APLC, attended as counsel to the Foundation.

The minutes of the regular meeting of the Board on October 31, 2014 were discussed and approved. Motion by Moreno; Seconded by Adams; Motion carries by unanimous roll call vote without abstentions.

There was no public comment.

The Board, by unanimous roll call vote, approved a \$25,000 grant to the Desert Hot Springs Community Task Force. Motion by Adams; Seconded by Moreno; Motion carries.

The Board, by unanimous roll call vote, approved a \$10,000 grant to the Manteca Police Chief’s Foundation. Motion by Adams; Seconded by Moreno; Motion carries.

The Board, by unanimous roll call vote, approved a \$10,000 grant to Sierra Child & Family Services. Motion by Adams; Seconded by Moreno; Motion carries.

The Board, by unanimous roll call vote, approved a \$5,000 grant to YMCA Montebello – Christmas at the Cannon. Motion by Moreno; Seconded by Watanabe; Motion carries.

The Board received the Executive Director’s Report.

The meeting was adjourned. Motion by Moreno; Seconded by Adams; Motion carries by unanimous roll call vote without abstentions.

CHARITABLE GRANT GUIDELINES

Recipient: Board Members of the California Foundation for Stronger Communities

Purpose: To Provide an Outline of Charitable Grant Guidelines

CHARITABLE GUIDELINES:

1. Ensure charitable donations are directed towards organizations that:
 - a. Are in California communities.
 - b. Find it difficult to receive funding through other sources.
 - c. Have not received a charitable donation in the last year. This is not meant to include those organizations that have enjoyed a fee reduction through a CMFA financing.
 - d. Do not require compliance monitoring by the CMFA or CFSC.
 - e. Are not in a category listed below:
 - i. Individuals, including individual scholarship or fellowship assistance
 - ii. For-profit entities, including start-up businesses
 - iii. Political, labor, religious, or fraternal activities
 - iv. Endowments
 - v. Film or video projects, including documentaries
 - vi. Travel, including student trips or tours
 - vii. Promotional merchandise
 - viii. Organizations other than IRS 501(c)(3), 501(c)(6), governmental, or tribal entities
2. A staff report must be provided to the Board at least 24 hours before donations are recommended or approved. Funds will not be dispersed on a cash advance basis.
3. Coordinate donation with municipal staff, elected officials, recipient and press to ensure everyone on the team benefits from our partnership and unique give back. Furthermore, the widest dissemination of the donation will further the goals of the CMFA, and provide the greatest chance for leveraging these funds by inducing other donations.
4. Suggested categories the CMFA through the CFSC could direct funds are:
 - a. Health Care
 - b. Education
 - c. Human Services
 - d. Affordable Housing
 - e. Cultural
 - f. Targeted Populations: Youth, Seniors, Low/Moderate Income Individuals
5. Staff will distribute and process all charitable grants.
6. Charitable grants are not intended to supplant governmental funds.

Index of Charities

Name	List Date	Page #
29 Palms Community Food Pantry & Outreach Ministries, Inc.	6/26/2014	1
Adonai	12/12/2014	2
Brother Benno Foundation, Inc.	10/10/2014	3
CSULB Beach Fund	10/31/2014	4
Family Assistance Ministries	8/8/2014	5
Fiesta Educativa, Inc.	5/23/2014	6
Food on Foot	10/10/2014	7
iHOPE	5/2/2014	8
Kathy's House Inc.	5/23/2014	9
Laura's House	5/23/2014	10
National Veterans Transition Services, Inc.	6/13/2014	11
Operation Help a Hero	10/10/2014	12
Orange County Fine Arts, Inc.	6/13/2014	13
Phoenix Learning Center Program of Julian Charter School, Inc.	12/12/2014	14
Placer Food Bank	8/8/2014	15
Project Angel Food	8/29/2014	16
Sacramento Housing Alliance	3/21/2014	17
Sacramento Loaves and Fishes	5/23/2014	18
Saint John's Shelter for Women and Children	8/8/2014	19
Swords into Plowshares	6/13/2014	20
The Center for Social and Academic Advancement (CASA)	6/13/2014	21
The Children's Village of Sonoma County	10/10/2014	22
The Leukemia & Lymphoma Society	3/21/2014	23
Turrill Transitional Assistance Program, Inc.	6/13/2014	24
Veterans First	10/10/2014	25
VNW Circle of Care	6/26/2014	26

Name	Nominated	Page #
Sacramento Housing Alliance	03/21/2014	17
The Leukemia & Lymphoma Society	03/21/2014	23
iHOPE	05/02/2014	8
Fiesta Educativa, Inc.	05/23/2014	6
Kathy's House Inc.	05/23/2014	9
Laura's House	05/23/2014	10
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Turrill Transitional Assistance Program, Inc.	06/13/2014	24
29 Palms Community Food Pantry & Outreach Ministries, Inc.	06/26/2014	1
VNW Circle of Care	06/26/2014	26
Family Assistance Ministries	08/08/2014	5
Placer Food Bank	08/08/2014	15
Saint John's Shelter for Women and Children	08/08/2014	19
Project Angel Food	08/29/2014	16
Brother Benno Foundation, Inc.	10/10/2014	3
Food on Foot	10/10/2014	7
Operation Help a Hero	10/10/2014	12
The Children's Village of Sonoma County	10/10/2014	22
Veterans First	10/10/2014	25
CSULB Beach Fund	10/31/2014	4
Adonai	12/12/2014	2
Phoenix Learning Center Program of Julian Charter School, Inc	12/12/2014	14

29 Palms Community Food Pantry & Outreach Ministries, Inc.

PO Box 99, 6450 Star Dune Avenue

Twentynine Palms , CA 9277 County San Bernardino

FEIN

41-2137255

Founded: 2005

Previous Donation: ☐ Yes ☒ No

List Date 6/26/2014

Mission:

New Life Chapel fulfills a "short-term" need in the community by providing quality nonperishable food items to the hungry. Our volunteer staff of over 40 people assists our neighbors who range in age from their early 20s, to senior citizens. Families served come from the following communities in the Victor Valley; Adelanto, Apple Valley, Hesperia, Victorville, Oak Hills, Phelan and several who related that they were homeless. For Thanksgiving and Christmas, 200 boxes were provided to our neighbors so that they could prepare their Christmas meal. We also deliver food boxes to our neighbors who are "shut-ins" (51 families) and not able to come to the food pantry. Because of monetary and volunteer constraints, the food pantry is open on the last Saturday of the month from 9:00 a.m. - 11:00 a.m. serving an average of 100 (including 55 shut-ins) families. During the week, neighbors come to the church office to sign-up for assistance and may also receive groceries at that time.

Impact:

A donation would assist in assisting the needy of Twentynine Palms

Financial Information: IRS Form 990EZ for FY 2012

Revenues:	Amount	%	Notes
Government/Earned			
Contributions	33,656	100.0%	
Other			
Total Revenue:	<u>\$33,656</u>	<u>100.0%</u>	
Expenses:			
Program	\$23,395	100.0%	
Administration			
Fund Raising			
Total Expenses:	<u>\$23,395</u>	<u>100.0%</u>	
Excess/(Deficit) of			
Revenues Over Expenses:	<u>\$10,261</u>		
Net Assets:	<u>\$20,268</u>		

BOD: Karen Brodie; Lon Cosgriff; Grace Lebda; Joseph Matoush; Dennis Hougard; Denise Perez; Krista McVery; Jamie Smith

Adonai

8038 Rosebud Street

Rancho Cucamonga , CA 91701 County San Bernardino

adonaifamilies.org

FEIN

56-2611932

Founded: 2008

Previous Donation: ☒ Yes ☐ No \$20,000 10/13/2009 List Date 12/12/2014

Mission:

To help families who have children with cancer.

Last year they provided gifts for each family member, food to last 2 weeks, gift cards for gas to 120 families with 250 children.

They had a backpack party with filled backpacks with school supplies, fed the children lunch, and gave out grocery and gas gift cards to 120 families.

At prom time they supplied dresses and some coats, makeup, a photo for each family member and a sit down dinner for 170 families.

Impact:

A donation would assist them in having a Christmas party for the children.

Financial Information: IRS Form 990-EZ for FY 2013

Revenues:	Amount	%	Notes
Government/Earned			
Contributions	121,014	100.0%	
Other	10	0.0%	
Total Revenue:	<u>\$121,024</u>	<u>100.0%</u>	
Expenses:			
Program	\$122,664	96.7%	
Administration	4,246	3.3%	
Fund Raising			
Total Expenses:	<u>\$126,910</u>	<u>100.0%</u>	
Excess/(Deficit) of			
Revenues Over Expenses:	<u>(\$5,886)</u>		
Net Assets:	<u>\$25,238</u>		

BOD: Pam Brown; Mark Brown; Deanna Hardy; JR Hofmann; Art Klementz; Dick Kelly; Ladd Hardy; Kent Tucker

Brother Benno Foundation, Inc.

3260 Production Avenue

Oceanside , CA 92058 County San Diego

www.brotherbenno.org

FEIN

33-0051575

Founded: 1983

Previous Donation: ☒ Yes ☐ No \$10,000 8/10/2012 List Date 10/10/2014

Mission:

Brother Benno's is committed to functioning with the very minimum amount of paid staff to accomplish our mission and to enlist the greatest number of volunteers to help with the same goal. Many of our administrative costs are covered by proceeds from our Thrift Store and furniture sales. We operate ten facilities. In addition to our main Center at 3260 Production Avenue in Oceanside, we have eight residences that provide housing for men and women in recovery from drug and alcohol abuse, for homeless women and women with children, and for our Servants of the Poor. We also operate a Thrift Shop at 3955 Mission Avenue in Oceanside. The majority of those we serve are working poor families, the disabled, and low-income senior citizens; a small percentage are the homeless.

We are a non-denominational organization that reaches out to those in need. We are all about love, and about building bridges instead of walls.

Impact:

A donation would be used as part of the purchase price for a Refrigerator Truck to transport food to the needy. The total cost of the truck is \$65,000 and they received a grant from SD County

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$389,392	16.5%	SD County granted \$10,000 for the truck. A donation would be designated "Refrigerator Truck Fund."
Contributions	1,920,822	81.6%	
Other	<u>42,699</u>	<u>1.8%</u>	
Total Revenue:	<u>\$2,352,913</u>	<u>100.0%</u>	
Expenses:			
Program	\$1,935,971	95.5%	Much of the earned revenue was from the thrift store.
Administration	27,862	1.4%	
Fund Raising	<u>63,763</u>	<u>3.1%</u>	
Total Expenses:	<u>\$2,027,596</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$325,317</u>		
Net Assets:	<u>\$3,081,498</u>		

BOD: Harold Kutler; Kay Kutler; Daniel Boone; John Blasier; Mary Robinson; Helen Parsons; William Sauer; Jim O'Connell; Abbot Charles Wright; Richard Shlemmer

CSULB Beach Fund
1250 Bellflower Boulevard, BH 387
Long Beach , CA 90840 County
www.csulb.edu

FEIN 93-1150363. Founded:

Previous Donation: ☐ Yes ☒ No

List Date 10/31/2014

Mission:

The Beach Fund secures consistent financial support for California State University, Long Beach from alumni, parents and friends. Though CSULB is a publicly supported institution, generous contributions to the Beach Fund allow us to address the ongoing, immediate needs of the university. Gifts to the Beach Fund enhance state support and lower student fees to provide all students with access to a quality education. Thanks to the many involved alumni, parents and students, the Beach fund ensures that every gift counts!

Giving to CSULB is about building the Beach Experience. The university remains focused as a student-centered learning environment, committed to providing high-value, low-cost education to all. By making a gift to the Beach Fund, you give the students of today and tomorrow the means to achieve their goals!

Impact:

A donation would assist their program as shown above.

Financial Information: From Financial Audit FY 2013 See Handout

Revenues:	Amount	%	Notes
Government/Earned			Any donation would be restricted to the Beach Fund.
Contributions			
Other			
Total Revenue:			
Expenses:			
Program			
Administration			
Fund Raising			
Total Expenses:			
Excess/(Deficit) of			
Revenues Over Expenses:			
Net Assets:	\$580,128,000		
BOD:	See website		

Family Assistance Ministries

1030 Calle Negocio

San Clemente , CA 92676

County

Orange

www.family-assistance.org

FEIN

33-0864870

Founded: 1999

Previous Donation: ☐ Yes ☒ No

List Date 8/8/2014

Mission:

The Gilchrist House is owned and operated by Family Assistance Ministries and offers transitional shelter for single women and women with children under 12 years of age. Residents may stay at the shelter for up to a year as they progress through the program. Residents must be clean and sober and must be employable. The Gilchrist House is a four-unit complex with 26-bed capacity. Residents are required to be clean and sober for 120 days prior to admission. Our program begins with a 30 day trial and can be extended up to 12 months. The program offers case management, life skills classes, budget counseling and referrals to job counseling and training, as well as debt counseling. The program is geared toward helping women without housing due to emergency situations such as loss of a job, spouse/partner, illness, death in family, past substance abuse, etc. become stabilized, return to work, and eventually enter permanent housing. Fees depend on ability to pay and length of stay.

Impact:

A donation would be used to assist the program

Financial Information: IRS Form 990 for FY 2013

Revenues:	Amount	%	Notes
Government/Earned			
Contributions	3,276,755	100.0%	
Other	4	0.0%	
Total Revenue:	<u>\$3,276,759</u>	<u>100.0%</u>	
Expenses:			
Program	\$3,078,105	93.9%	
Administration	186,698	5.7%	
Fund Raising	<u>14,113</u>	<u>0.4%</u>	
Total Expenses:	<u>\$3,278,916</u>	<u>100.0%</u>	
Excess/(Deficit) of			
Revenues Over Expenses:	<u>(\$2,157)</u>		
Net Assets:	<u>\$484,583</u>		

BOD: Andrew Donchak; Julie Puentes; Fred Meyer; William Maxwell; Al Beuerlein; Ken Caresio; Betsy Flint; Richard Guerrero; Bob Harnar; Rev. Jim King; Larry Leisenring; Vito Mastro; Nick Mastroni; Cyrus Mavalvala; Jan McKay; Avarelle Silver-Westrick

Fiesta Educativa, Inc.
161 S. Avenue 24 Suite 201
Los Angeles , CA 90031 County Los Angeles
<http://fiestaeducativa.org/>

FEIN 95-4055182 Founded: 1978

Previous Donation: ☐ Yes ☒ No

List Date 5/23/2014

Mission:

Fiesta Educativa was founded in California in 1978 to inform and assist Latino families in obtaining services and in caring for their children with special needs. Fiesta Educativa was formed by family members and professionals who recognized the need to provide assistance and advocacy to these Spanish-speaking families. Fiesta Educativa, a partnership of families, professionals, consumers, friends, and agencies embraces as its mission the goal of universal support towards the enhancement of the lives of persons with disabilities.

Impact:

A donation would assist them in working with families

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$501,306	74.4%	They have chapters in LA, Orange, San Diego, San Bernardino, Riverside and Sacramento Counties
Contributions	171,448	25.5%	
Other	<u>599</u>	<u>0.1%</u>	
Total Revenue:	<u>\$673,353</u>	<u>100.0%</u>	
Expenses:			
Program	\$615,321	90.4%	
Administration	63,670	9.4%	
Fund Raising	<u>1,498</u>	<u>0.2%</u>	
Total Expenses:	<u>\$680,489</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>(\$7,136)</u>		
Net Assets:	<u>\$108,955</u>		
BOD: Gonzalo C. Centeno; Irma Tena; Rebecca Sapien-Melchor; Angie Rivera; Silvia Rodriguez; Lisa Delgado; Jose Melchor; Irene Martinez			

Food on Foot
9663 Santa Monica Blvd #743
Beverly Hills , CA 90210 County Los Angeles
www.foodonfoot.org

FEIN 31-1581053 Founded: 1996

Previous Donation: ☐ Yes ☒ No

List Date 10/10/2014

Mission:

Since March of 1996, Food on Foot has operated as a volunteer-based, non-profit organization providing hot, nutritious chicken dinners, snacks (fresh fruit, carrots, granola bars and bread), and drinks (bottled water and milk) to as many as 250 homeless and poor individuals and families each week. During our weekly meal service each Sunday in Hollywood, we also distribute gently used clothing and other essentials. Our target population includes individuals of all ages, from toddlers to seniors, as well as the disabled and blind. Work for Food is a 7-day-a-week community trash clean-up program designed to initiate the transition from life on the streets to involvement in the workforce by picking up trash in return for \$10 in food gift cards from local fast food restaurants and grocery stores.

Impact:

A donation would assist in the ongoing program

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned Contributions	893,788	100.0%	
Other			
Total Revenue:	<u>\$893,788</u>	<u>100.0%</u>	
Expenses:			
Program	\$610,757	81.5%	
Administration	79,874	10.7%	
Fund Raising	<u>58,358</u>	<u>7.8%</u>	
Total Expenses:	<u>\$748,989</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$144,799</u>		
Net Assets:	<u>\$165,386</u>		

BOD: Tess Ayers; Jay Goldinger; Les Granow; Paul Marino; Christian Navarro; Melissa Neuhoﬀ; Elaine Richards

iHOPE

106 W. Canada

San Clemente , CA 92672

County

Orange

www.ihopeoc.org

FEIN

27-0197900

Founded: 2010

Previous Donation: ☐ Yes ☒ No

List Date 5/2/2014

Mission:

The organization's purpose is to improve the quality of life and health of low income families by providing basic services to the homeless and working poor in Orange County, CA. This will be done by helping them access basic wraparound services such as housing, medical, mental health, food, clothing, case management, counseling, tutoring at public agencies or through private resources, and by providing community leadership and involvement opportunities to obtain services for the families and to generate awareness of homelessness and poverty in Orange County.

Impact:

A donation would assist the organization in furthering their mission

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$19,930	6.5%	
Contributions	272,870	89.5%	
Other	<u>12,098</u>	<u>4.0%</u>	
Total Revenue:	<u>\$304,898</u>	<u>100.0%</u>	
Expenses:			
Program	\$112,495	47.8%	
Administration	122,882	52.2%	
Fund Raising			
Total Expenses:	<u>\$235,377</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$69,521</u>		
Net Assets:	<u>\$137,278</u>		

BOD: Ronald Dean Blake, Edmond M. Connor; Cathy Domenichini, Lana Fiore; Steve Hagy; Kathleen Kaiser; Paulette Kolbensschlag; Alan Moznnett; Rev Steve Sallot; Barbara Scheinman; Bob Sodergren; Max Wasinger; Jay Baird; Paul Bruce; Nancy McIntyre; Mike Harnetiaux

Kathy's House Inc.

P.O. Box 1466

San Juan Capistrano , CA 92693

County

Orange

www.kathyshousesjc.org

FEIN

33-0809761

Founded:

Previous Donation: ☐ Yes ☒ No

List Date 5/23/2014

Mission:

Kathy's House is a non-profit charitable organization which was founded on Christian principles. It's purpose is to provide shelter and other support to women and children in need.

Kathy's House has been in existence for over 16 years and has helped over 500 families get a fresh start in life and heal from the hurts of violence and alcohol or drug abuse. It is not a detox for recovering addictions. It is a long term program designed to help a woman with or without her children, get a fresh start in life and learn skills to help her accomplish healthy goals and behaviors for a successful and fulfilling life.

Impact:

A donation would assist their program

Financial Information:

IRS Form 990EZ for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$35,948	31.2%	990EZ does not break out Admin due to the size of the program
Contributions	78,521	68.1%	
Other	769	0.7%	
Total Revenue:	<u>\$115,238</u>	<u>100.0%</u>	
Expenses:			
Program	\$96,125	100.0%	
Administration			
Fund Raising			
Total Expenses:	<u>\$96,125</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$19,113</u>		
Net Assets:	<u>\$215,064</u>		

BOD: Diana Spitz; Terry Barringer; Lisa Phillips; Barbara Niksch

Laura's House
 999 Corporate Drive #225
 Ladera Ranch , CA 92694 County Orange
 www.laurashouse.org

FEIN 33-0621826 Founded: 1995

Previous Donation: ☒ Yes ☐ No \$20,000 10/13/2009 List Date 5/23/2014

Mission:

When you support Laura's House you not only provide victims of domestic violence and their children with emergency shelter, you provide these families with the tools to build a new life. A life that is healthy, successful and free of violence. Laura's House is essential to improving the quality of life in Orange County, providing the services necessary to rebuild lives destroyed by violence. Laura's House provides direct services to more than 2,500 victims and their families each year through a 24-hour crisis hot line, emergency shelter, food and clothing, counseling, case management and legal services. Today, more than ever nonprofit organizations are facing severe financial challenges. As the economy has slowed and funding for services has been cut back, Laura's House depends on community support to help us meet the current needs of our clients, maintain our current level of quality services and grow our organization to meet our future needs.

Impact:

A donation would assist in the opening of a new home currently in the construction phase.

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$676,812	26.1%	The organization has a thrift store which accounts for the majority of the other revenues.
Contributions	1,491,988	57.4%	
Other	<u>429,028</u>	<u>16.5%</u>	
Total Revenue:	<u>\$2,597,828</u>	<u>100.0%</u>	
Expenses:			
Program	\$2,076,017	78.2%	
Administration	306,302	11.5%	
Fund Raising	<u>271,994</u>	<u>10.2%</u>	
Total Expenses:	<u>\$2,654,313</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>(\$56,485)</u>		
Net Assets:	<u>\$5,465,073</u>		

BOD: Wayne Pinnell; Laura Khouri; Kurt Ross; Brent Chase; Eric Chamberlain; Laverne Friedmann; Sandy Jacobson; Jay Jaffin; Mike James; Linda Kearns; Dr. Jill Murray; Kerri Strunk; Rick Lutzky; Garrett Sleichter; Helen H. Timpe; Barry Villines; Dan Weeks; Matt West

National Veterans Transition Services, Inc.

4141 Camino Del Rio South

San Diego , CA 92108 County San Diego

www.nvtsti.org

FEIN

80-0597403

Founded: 2010

Previous Donation: ☒ Yes ☐ No \$20,000 3/15/2013 List Date 6/13/2014

Mission:

NVTSTI is a San Diego-based 501 (c)(3) organization dedicated to assisting veterans in adjusting to civilian life and securing meaningful employment by combining best-practice performance social solutions and techniques. The organization was established by a group of retired high ranking Naval and Marine Corps officers and workforce development professionals who seek to fill a tremendous gap in the continuum of veteran services.

Our mission is to assist veterans in making a successful transition from military service to civilian life, with all veterans achieving, within their potential, their goals in the transition domains of employment and career, education, living situation, personal effectiveness/wellbeing, and community-life functioning.

Impact:

A donation would assist in continuing their program

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned			
Contributions	1,116,406	100.0%	
Other	<u>166</u>	<u>0.0%</u>	
Total Revenue:	<u>\$1,116,572</u>	<u>100.0%</u>	
Expenses:			
Program	\$551,472	79.1%	
Administration	126,309	18.1%	
Fund Raising	<u>19,250</u>	<u>2.8%</u>	
Total Expenses:	<u>\$697,031</u>	<u>100.0%</u>	
Excess/(Deficit) of			
Revenues Over Expenses:	<u>\$419,541</u>		
Net Assets:	<u>\$487,712</u>		

BOD: Ronne Froman; Maurice Wilson; Mike Malone; Jeremy Glaser; Jim Wong; Maddy Kilkenny; Ben Moraga; Debra Molyneux; Morris Casuto

Operation Help a Hero

PO Box 80996

Rancho Santa Margarita , CA 92688

County

Orange

www.operationhelpahero.org

FEIN

27-1438256

Founded: 2001

Previous Donation: ☒ Yes ☐ No \$10,000 4/5/2013 List Date 10/10/2014

Mission:

Operation Christmas Spirit supports Camp Pendleton families, specifically with their holiday needs. Our efforts benefit:

~Deployed battalions (truckloads of toys and goodies)

~Struggling families (gift baskets filled with toys, gifts, gift cards and between \$300-\$500 per basket)

~Wounded Warriors (i-pods and i-tunes gift cards for the Wounded Warrior House and Balboa Naval Hospital)

~Camp Pendleton Unit Christmas Parties (goody bags and raffle prizes collected for unit Christmas Parties)

Impact:

A donation would assist them in their Christmas effort

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned			The mission listed is only for the Christmas season. They perform many other charitable deeds.
Contributions	741,012	100.0%	
Other			
Total Revenue:	<u>\$741,012</u>	<u>100.0%</u>	
Expenses:			
Program	\$736,897	98.5%	
Administration	11,153	1.5%	
Fund Raising			
Total Expenses:	<u>\$748,050</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>(\$7,038)</u>		
Net Assets:	<u>\$4,547</u>		

BOD: Cindy Farnum; Michele Chenault; Laura Hopper; Susan Zamore; Phil Chenault; Judy Wagner; Steve Wagner; Tom Tews; Shelly Nishimi; Connie Thompson; Christy Wrightson; Jacky Zillman; Stephanie Burris

Orange County Fine Arts, Inc.

3851 S. Bear Street, Suite B-15

Santa Ana , CA 92704

County

Orange

www.ocfinearts.org

FEIN

95-2512861

Founded: 1968

Previous Donation: ☐ Yes ☒ No

List Date 6/13/2014

Mission:

Art venues have an air of exclusivity, and often art workshops, artist demonstrations, and art classes come at high costs. Those issues coupled with reduced funding for art in our public schools lead to decreased exposure to the fine arts amongst the community at large. Orange County Fine Arts, Inc. (OCFA) is a small non-profit organization whose mission is to cultivate public interest in art and provide support of fine arts through arts education and scholarships for aspiring artists. OCFA boasts four galleries in two cities where artists of all ages hang and sell their artwork, and we open our workshop doors to art instructors of the community to teach art classes. Annually, OCFA participates in several events directed at or featuring children and young adults, including but not limited to the Imaginology Fair, the Imagination Celebration, the Arts Alive Festival in Mission Viejo, and the Irvine Global Village Festival. We pay particular attention to opening up the art world to the younger generations.

Impact:

A donation would assist in the organizations continuing operation.

Financial Information: IRS Form 990 for FY 2013

Revenues:	Amount	%	Notes
Government/Earned	\$116,666	78.4%	\$116,666 of income is from rental space fees
Contributions	25,258	17.0%	
Other	<u>6,866</u>	<u>4.6%</u>	
Total Revenue:	<u>\$148,790</u>	<u>100.0%</u>	
Expenses:			
Program	\$139,358	100.0%	
Administration			
Fund Raising			
Total Expenses:	<u>\$139,358</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$9,432</u>		
Net Assets:	<u>\$127,252</u>		

BOD: Ann Jones; Jeffrey Howe; Jila Hakimi; Marillyn Brame; Matt Olsen; Maureen MacDonald; Max Yamada; Mina Zivkovic; Nick Treadway; Russell McCall; Thomas Tom; Touraj Hakimi; Victoria Rivett; Laura Robinson; Vivian Kiani

Phoenix Learning Center Program of Julian Charter School, Inc.

777 Santa Fe Drive

Encinitas , CA 92024 County San Diego

sites.juliancharterschool.org/phoenixlc/

FEIN 33-0894086 Founded:

Previous Donation: ☐ Yes ☒ No \$5,000 9/20/2013 List Date 12/12/2014

Mission:

Vision: The vision of Phoenix Learning Center is to create a community of compassionate, innovative, life-long learners who continually strive for excellence. Our program's aim is to promote an academically rigorous curriculum that values the different interests, learning styles, and abilities of each student. **Curriculum Goals:** Our program is designed to teach the California state standards while using differentiated curriculum addressed in the California GATE standards, such as acceleration, novelty, depth and complexity. Through differentiation of the core curriculum, the program creates opportunities for students to become analytic thinkers, creative producers and practical problem solvers. Lessons emphasize critical thinking skills, inquiry, and connections to universal concepts through cooperative learning experiences and class discussions. A variety of research-based instructional strategies and materials are used throughout the grade levels to meet the needs of all students.

Impact:

A donation would be used to enhance their program.

Financial Information: IRS Form 990 for FY 2013

Revenues:	Amount	%	Notes
Government/Earned	\$14,969,080	94.1%	
Contributions	928,333	5.8%	
Other	5,710	0.0%	
Total Revenue:	<u>\$15,903,123</u>	<u>100.0%</u>	
Expenses:			
Program	\$12,248,543	78.1%	
Administration	3,438,326	21.9%	
Fund Raising			
Total Expenses:	<u>\$15,686,869</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$216,254</u>		
Net Assets:	<u>\$1,996,506</u>		

BOD: Roxanne Huebescher; Susan Schumacher; Kevin Ogden; Teresa Saueressig; Kathleen Hedrick

Placer Food Bank
8184 Industrial Avenue
Roseville , CA 95678 County Placer
placerfoodbank.org

FEIN 94-1740316 Founded: 2008

Previous Donation: ☐ Yes ☒ No

List Date 8/8/2014

Mission:

Nearly 28,000 children in Placer, El Dorado and Nevada counties live in food insecure households, meaning they do not know with certainty where their next meal will come from.

Most of these children rely on the meals provided by national school meal programs as their primary source of food. When Monday arrives many of these children complain of stomach aches, dizziness, difficulty concentrating, or are simply absent from school. The Backpack Program was created to provide these children with nutritious, easy-to-prepare food for weekends and holidays when school is not in session. We assemble and distribute 615 packages of child-friendly snacks and meals each week to several high-need schools in the Roseville City and Auburn School Districts. The packages are distributed to the students on Friday afternoons, who then tuck them into their backpacks before they head home for the weekend.

Impact:

A donation would be given to the backpack program which is outlined above.

Financial Information: IRS Form 990 for FY 2013

Revenues:	Amount	%	Notes
Government/Earned	\$421,208	4.8%	
Contributions	8,418,932	95.2%	
Other	<u>5,390</u>	<u>0.1%</u>	
Total Revenue:	<u>\$8,845,530</u>	<u>100.0%</u>	
Expenses:			
Program	\$8,104,625	92.8%	
Administration	361,878	4.1%	
Fund Raising	<u>266,315</u>	<u>3.0%</u>	
Total Expenses:	<u>\$8,732,818</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$112,712</u>		
Net Assets:	<u>\$882,023</u>		

BOD: Dave Coburn; Brandon McKelvey; Jessie Chambers; Anne Chacon; Kyle Kjos; Lori Landberg; Jim Gabriel; Barry Brundage; Neeta Verma; Richard Quintana; Rich Peterson; Keith Ungerer

Project Angel Food

922 Vine Street

Los Angeles , CA 90038

County Los Angeles

www.angelfood.org

FEIN

95-4115863

Founded: 1989

Previous Donation: ☐ Yes ☒ No

List Date 8/29/2014

Mission:

Project Angel Food's mission is to nourish people debilitated by critical illnesses. We believe they should not also suffer the ravages of hunger and malnutrition, which can lead to catastrophic deterioration in their already fragile health.

We operate with the knowledge that food is medicine so we medically tailor our recipes and design our freshly-cooked meals to offer optimum benefits: overall improved health, efficacy of vital medications, prevention of secondary illnesses, optimum body weight and more.

Our client services and nutrition services teams assist clients in accessing other health resources and help them better understand the positive impact of healthy eating in their fight against disease and their overall life. We also provide a friendly ear during one of the most challenging experiences possible.

Impact:

A donation would assist in the furtherance of their mission

Financial Information: IRS Form 990 for FY 2013

Revenues:	Amount	%	Notes
Government/Earned	\$395,342	9.1%	
Contributions	3,900,116	90.1%	
Other	<u>32,391</u>	<u>0.7%</u>	
Total Revenue:	<u>\$4,327,849</u>	<u>100.0%</u>	
Expenses:			
Program	\$3,622,388	84.9%	
Administration	200,091	4.7%	
Fund Raising	<u>444,060</u>	<u>10.4%</u>	
Total Expenses:	<u>\$4,266,539</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$61,310</u>		
Net Assets:	<u>\$3,572,892</u>		

BOD: Robert Bauer; Liza Bernstein; Andre Dawson; Peter Helenek; Joe Mannis; Mark Margolis; Shannon Millard; Ardis Moe; Faye Moseley; Pauley Perrette; Bobby Ralston; Diana Rodriguez; Jonna Smith

Sacramento Housing Alliance

1800 21st Street, Suite 100

Sacramento , CA 95811

County Sacramento

www.sachousingalliance.org

FEIN

68-0252305

Founded: 1989

Previous Donation: ☐ Yes ☒ No

List Date 3/21/2014

Mission:

Our mission is to work for safe, decent, accessible, affordable housing and healthy communities for homeless and low-income people through advocacy, education, leadership development and civic engagement.

Affordable Housing: promote local, regional and state housing policies that increase the financing, production and preservation of safe, decent, accessible and affordable housing in healthy neighborhoods. This includes protecting and expanding programs and policies, while promoting new options, that increase affordable housing opportunities and improved neighborhoods. Key issues include inclusionary housing, transit-oriented development, preservation of affordable housing stock, and development of permanent supportive housing.

Impact:

A donation would assist in the continuance of their mission.

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$15,675	3.3%	
Contributions	457,825	96.3%	
Other	<u>1,705</u>	<u>0.4%</u>	
Total Revenue:	<u>\$475,205</u>	<u>100.0%</u>	
Expenses:			
Program	\$451,214	89.6%	
Administration	37,879	7.5%	
Fund Raising	<u>14,370</u>	<u>2.9%</u>	
Total Expenses:	<u>\$503,463</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>(\$28,258)</u>		
Net Assets:	<u>\$354,421</u>		

BOD: Paul Ainger; Cathy Creswell; Stephan Daues; Paula Lomazzi; Joan Burke; Ken Cross; John Foley; Chris Jensen; Meea Kang; Stan Keasling; Rachel Iskow; Lisa Salaices; Tyrone Buckley; Karen Naungayan

Sacramento Loaves and Fishes

1351 North C. Street

Sacramento , CA 95811 County Sacramento

www.sacloaves.org

FEIN

68-0189897

Founded: 1983

Previous Donation: ☐ Yes ☒ No

List Date 5/23/2014

Mission:

Without passing judgment, and in a spirit of love and hospitality, Loaves & Fishes feeds the hungry and shelters the homeless. We provide an oasis of welcome, safety, and cleanliness for homeless men, women and children seeking survival services.

Founded in 1983, we are governed by a board of directors selected from Loaves & Fishes and from the community-at-large – people who have demonstrated compassion and concern about the needs of the homeless and the indigent poor.

We recognize the dignity and spiritual destiny of each person, and hope by our attitude of hospitality and love, to nourish not only the physical needs of those who come to Loaves & Fishes, but also their spiritual need for love, acceptance, respect, and friendship.

We serve each person with the belief that "as often as you did it for one of my least brothers and sisters, you did it for me." (Matthew 25:40)

Impact:

A donation would assist in providing food and shelter for the needy.

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$100,298	2.3%	Earned income is from Rent
Contributions	4,241,432	97.5%	
Other	<u>9,357</u>	<u>0.2%</u>	
Total Revenue:	<u>\$4,351,087</u>	<u>100.0%</u>	
Expenses:			
Program	\$3,883,236	89.2%	
Administration	231,776	5.3%	
Fund Raising	<u>239,820</u>	<u>5.5%</u>	
Total Expenses:	<u>\$4,354,832</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>(\$3,745)</u>		
Net Assets:	<u>\$6,706,488</u>		

BOD: Norm Fadness; Chris Delany; Dorothy R. Smith; Don Fado; Gerrie Backerville; Karen Banker; Robert Pinkerton; Sue Supple; Ron Blubaugh; Glennah Trochet; Brother Mark Schroeder

Saint John's Shelter for Women and Children

2443 Fair Oaks Blvd #369

Sacramento , CA 95825 County Sacramento

saintjohnsprogram.org

FEIN

68-0132934

Founded: 1988

Previous Donation: ☐ Yes ☒ No

List Date 8/8/2014

Mission:

We provide more than shelter and food. We provide the ability to rise above devastating, negative elements and achieve job-readiness and self-sustainability. Entry into the program is limited, and each step is extremely rigorous. But those who see it through end up with rewarding, happy, and productive lives – for themselves, and for their children. An extraordinary change takes place over three distinct chapters.

Threshold: Can you take an honest look at your life and your choices and decide that something needs to change once and for all? Awakening: The real test of mettle begins here. Mothers dig down to the root causes of their homelessness and start making enormous life changes through comprehensive mental health services, GED attainment, and career education. Triumph: This is graduation. Those who make it here are ready for the real world. A real job. Real housing. And a real way to support a family.

Impact:

A donation would be used to assist the program

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$1,985,044	52.6%	
Contributions	1,785,436	47.4%	
Other			
Total Revenue:	<u>\$3,770,480</u>	<u>100.0%</u>	
Expenses:			
Program	\$2,672,048	80.1%	
Administration	401,519	12.0%	
Fund Raising	<u>263,083</u>	<u>7.9%</u>	
Total Expenses:	<u>\$3,336,650</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$433,830</u>		
Net Assets:	<u>\$1,270,996</u>		

BOD: John Crisan; Chet Hewitt; Connie Sanders Emerson; David Cloniger; Ted Bennett; Pete Halimi; Andrea Anderson; Rick Cwynar; Glenda Corcoran; Wendy Launchland; Kathy McKim

Swords into Plowshares
1060 Howard Street
San Francisco , CA 94103 County San Francisco
www.swords-to-plowshares.org

FEIN 94-2260626 Founded: 1976

Previous Donation: ☒ Yes ☐ No \$30,000 11/18/2011 List Date 6/13/2014

Mission:

At Swords to Plowshares, veterans work one-on-one with job counselors to address their individual needs, overcome obstacles to employment, and determine a long-term career plan. We developed "Career Pathways," a nationally acclaimed vocational training model, to create meaningful job opportunities for all veterans. The Career Pathways program trains military veterans for jobs in high-growth, high-wage industries, such as clean energy, green marketing, transportation and healthcare.

Impact:

A donation would assist in the operation of their program

Financial Information: IRS Form 990 for FY 2013

Revenues:	Amount	%	Notes
Government/Earned	\$6,851,502	58.8%	
Contributions	3,737,532	32.1%	
Other	<u>1,065,941</u>	<u>9.1%</u>	
Total Revenue:	<u>\$11,654,975</u>	<u>100.0%</u>	
Expenses:			
Program	\$8,732,195	85.7%	
Administration	1,091,978	10.7%	
Fund Raising	<u>359,234</u>	<u>3.5%</u>	
Total Expenses:	<u>\$10,183,407</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$1,471,568</u>		
Net Assets:	<u>\$6,054,231</u>		

BOD: Peter McCorkell; Stacey Sprengel; Steven Plath; Ben Suncin; Evette Davis; Ian Sharpe; Javier Tenorio; Joannette Sorkin; Judy Kridle; Larry Rosenberger; Maceo May; Paul Cox; Rick Houlberg; Robert Trevorow; Steve Snyder; Townsend Walker

The Center for Social and Academic Advancement (CASA)

4704 Ramsay Avenue

San Diego , CA 92122 County San Diego

www.casasd.org

FEIN 33-0878736

Founded: 1999

Previous Donation: ☐ Yes ☒ No

List Date 6/13/2014

Mission:

The Center for Academic and Social Advancement (CASA) is a non-profit organization dedicated to inciting multi-level change in learners and their communities by connecting San Diego college students with underserved youth across San Diego county. We are committed to: Providing university students the real world experience working in local communities and learning by doing "theory in practice;" Preparing P-6th graders to imagine their fullest potential in future learning opportunities and beyond; Inspiring social citizenship (giving back to your community) in learners of all ages; Developing critical, innovative, and creative thinkers that will benefit San Diego county's future. Through collaborations with over twenty community groups and higher education entities such as the University of California, San Diego, CASA facilitates seven programs in five sites throughout San Diego County in order to serve hundreds of San Diego college students, children, and their families each year.

Impact:

A donation would be used for current needs.

Financial Information: IRS Form 990EZ for Fiscal Year 2012

Revenues:	Amount	%	Notes
Government/Earned Contributions	30,705	100.0%	Smaller programs usually do not have a separate breakout of "Admin" costs.
Other			
Total Revenue:	<u>\$30,705</u>	<u>100.0%</u>	
Expenses:			
Program	\$31,904	100.0%	
Administration			
Fund Raising			
Total Expenses:	<u>\$31,904</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>(\$1,199)</u>		
Net Assets:	<u>\$13,244</u>		

BOD: Jim Bliesner; Olivia Puentes Reynolds; Alma Vasquez; Berenice Badillo; M. Lourdes Duran; Kirby White

The Children's Village of Sonoma County

1321 Lia Lane

Santa Rosa , CA 95404 County Sonoma

www.thechildrensvillage.com

FEIN

68-0412763

Founded: 1999

Previous Donation: ☐ Yes ☒ No \$15,000 10/11/2013 List Date 10/10/2014

Mission:

The mission of The Children's Village of Sonoma County is to provide nurturing, stable family homes in a multi-generational, enriched environment for children and their siblings in foster care.

Our Goals:

Establish a family-like setting for children in foster care
Provide enrichment activities focusing on each child's interests and talents
Provide opportunity for sibling groups to grow up together
Maximize stability and minimize multiple placements
Prepare for successful transition to adulthood

Impact:

A donation would enhance their mission

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$1,716,949	78.0%	
Contributions	410,354	18.6%	
Other	<u>74,249</u>	<u>3.4%</u>	
Total Revenue:	<u>\$2,201,552</u>	<u>100.0%</u>	
Expenses:			
Program	\$1,717,478	80.3%	
Administration	340,315	15.9%	
Fund Raising	<u>81,247</u>	<u>3.8%</u>	
Total Expenses:	<u>\$2,139,040</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$62,512</u>		
Net Assets:	<u>\$3,549,544</u>		

BOD: Denise Perkins; Linda McBride; Chris Martindill; Tracy Knoll; George Elias; Tricia Dickinson; Mark Miller; Gene Del Secco; Eric McHenry; Kathy DeVillers; Melinda Moir; Gwendolyn Toney

The Leukemia & Lymphoma Society

60330W. Century Blvd

Los Angeles , CA 90045 County Los Angeles

www.lls.org/#/aboutlls/chapters/calso/

FEIN

13-5644916

Founded: 1949

Previous Donation: ☒ Yes ☐ No \$35,000 7/1/2011 List Date 3/21/2014

Mission:

The mission of The Leukemia & Lymphoma Society (LLS) is: Cure leukemia, lymphoma, Hodgkin's disease and myeloma, and improve the quality of life of patients and their families.

LLS is the world's largest voluntary health agency dedicated to blood cancer. LLS funds lifesaving blood cancer research around the world and provides free information and support services.

Our Key Priorities will ensure that: The Leukemia & Lymphoma Society helps blood cancer patients live better, longer lives.

Impact:

Any donation would be used to further the mission of the organization

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$14,969	0.0%	The financial info is for the overall national organization. Any donation would be restricted to the Los Angeles Chapter
Contributions	282,657,104	96.5%	
Other	<u>10,150,920</u>	<u>3.5%</u>	
Total Revenue:	<u>\$292,822,993</u>	<u>100.0%</u>	
Expenses:			
Program	\$222,923,399	81.8%	
Administration	2,221,223	0.8%	
Fund Raising	<u>47,258,877</u>	<u>17.3%</u>	
Total Expenses:	<u>\$272,403,499</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$20,419,494</u>		
Net Assets:	<u>\$114,048,779</u>		

BOD: James A. Beck; William G. Gehnke; Jorge L. Benigtez; Peter B. Brock; A Dana Callow Jr.; Elizabeth J. Clark; Jorge Cortes; James H. Davis; Bernard H. Garil; D. Gary Gilliland; Pamela Jo Haylock; Raanan Horowitz; Richard M. Jeanneret; Armand Keating; Joseph B. Kelley; Marie V. McDemmond; Rodman N. Myers; Steven T. Rosen; Kenneth M. Schwartz; Kathryn C. Vecellio; William M. Ward Jr.; Louise E. Warner; Matthew J. Winter

Turrill Transitional Assistance Program, Inc.

2102 N. Arrowhead Ave. Suite A

San Bernardino , CA 92405 County San Bernardino

www.t-t-ap.org

FEIN

71-1012997

Founded: 2006

Previous Donation: ☐ Yes ☒ No

List Date 6/13/2014

Mission:

Turrill staff and board members work in collaboration with the Veterans Administration Loma Linda Healthcare System (VALLHS) to provide a wrap-around of outpatient services. Turrill provides an evaluation of immediate physical and/or psychological need and transportation to services, temporary housing, which includes their own bed, bedding, hygiene kit, shower/bath facilities, food and phone. New residents work with their case manager **to become employed and/or enrolled in job training or higher education program after entering the rehabilitation program**. Our program staff works closely with numerous government agencies, employers, employment agencies and job training programs. **They help veterans prepare for employment by providing vocational counseling, and courses in job preparedness, dressing for success, resume writing, interview skills, job search skills and fiscal management skills**

Impact:

The organization is in the process of opening a new residential facility in San Bernardino and a donation would assist in this project.

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$264,485	47.2%	
Contributions	293,322	52.4%	
Other	<u>2,475</u>	<u>0.4%</u>	
Total Revenue:	<u>\$560,282</u>	<u>100.0%</u>	
Expenses:			
Program	\$299,357	80.0%	
Administration	59,588	15.9%	
Fund Raising	<u>15,019</u>	<u>4.0%</u>	
Total Expenses:	<u>\$373,964</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$186,318</u>		
Net Assets:	<u>\$217,351</u>		

BOD: Tom Kanavos; Danny Armil; Michael Stava; Paul Ricci; Scot Fisher; Patricia Cawunder; Laurie William-Armil; Margie Miller

Veterans First
888 W. Santa Ana Blvd, Suite 200

Santa Ana , CA 92701 County Orange

www.veteransfirstoc.org

FEIN 23-7143157 Founded: 1971

Previous Donation: ☒ Yes ☐ No \$20,000 12/7/2012 List Date 10/10/2014

Mission:

Veterans First is the only 501c(3) agency in Orange County that works to provide services exclusively to our region's homeless and at-risk veterans. Our organization provides a multitude of services including housing, meals, life coaching counseling, life skills, access to mental health counseling, benefit counseling, transportation, as well as job training and employment placement assistance. Veterans First works with many regional and national organizations such as the National Coalition of Homeless Veterans (NCHV), Vietnam Veterans of America (VVA), the American Legion, Elks Club, AMVETS, Veterans of Foreign Wars (VFW), Disabled American Veterans (DAV), Wounded Warrior Battalion – MCB Camp Pendleton, Soldiers Project and the Orange County Continuum of Care.

Impact:

A donation would be used for the furtherance of their mission

Financial Information: IRS Form 990 for FY 2012

Revenues:	Amount	%	Notes
Government/Earned	\$1,413,471	77.8%	
Contributions	294,277	16.2%	
Other	<u>109,333</u>	<u>6.0%</u>	
Total Revenue:	<u>\$1,817,081</u>	<u>100.0%</u>	
Expenses:			
Program	\$1,389,194	81.6%	
Administration	308,662	18.1%	
Fund Raising	<u>5,110</u>	<u>0.3%</u>	
Total Expenses:	<u>\$1,702,966</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$114,115</u>		
Net Assets:	<u>\$394,987</u>		

BOD: Alfonso Alvarez; Shari Sirois; Alex Diaz; William Smith; Deanne Tate; Guy Johnson

VNW Circle of Care

PO Box 218

Temecula , CA 92593 County Riverside

www.ecomallbiz.com/vnwcircleofcare/door/

FEIN 73-1691246 Founded: 2007

Previous Donation: ☐ Yes ☒ No List Date 6/26/2014

Mission:

We serve about 400 families each week with grocery distribution 9 times a week at different locations. Our focus is serving nutritious food items that are high in protein, fresh produce, fresh dairy and we have also for the past 12 years, had the ability to provide vitamins and supplements for adults & children. Our recipients choose the food items that they will bring home, as we want to be conscientious of dietary restriction that some people have. We serve all that say they need help, we do not have by-laws that restrict us demographically or geographically, we serve many families that do not qualify with the government agencies or non-profits. Circle of Care networks with other organizations and resources to address the many needs a family may have, we also partner with other organizations to share resources.

Impact:

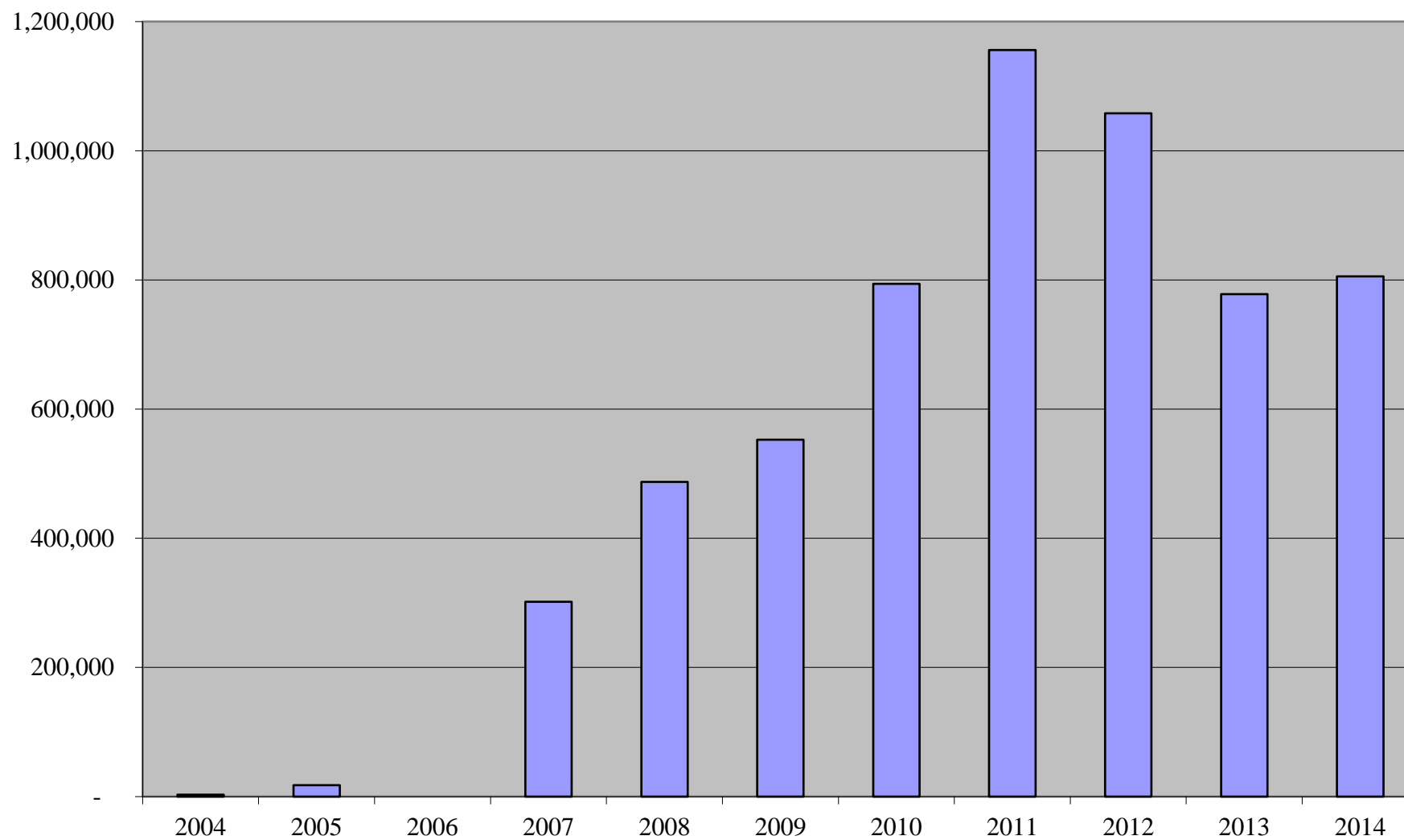
A donation would assist in providing food for the needy

Financial Information: IRS Form 990EZ for FY 2013

Revenues:	Amount	%	Notes
Government/Earned			
Contributions	24,129	100.0%	
Other	2	<u>0.0%</u>	
Total Revenue:	<u>\$24,131</u>	<u>100.0%</u>	
Expenses:			
Program	\$22,388	100.0%	
Administration			
Fund Raising			
Total Expenses:	<u>\$22,388</u>	<u>100.0%</u>	
Excess/(Deficit) of			
Revenues Over Expenses:	<u>\$1,743</u>		
Net Assets:	<u>\$10,110</u>		

BOD: Garland Gauthier; Charles Keim; Marcie Schumltz

Donations as of 10/31/14





PROCEDURAL ITEMS FOR THE CFPF SUMMARY AND RECOMMENDATIONS

Items: A1, A2, A3

Action: Pursuant to the by-laws and procedures of CFPF, each meeting starts with the call to order and roll call (A1) and proceeds to a review and approval of the minutes from the prior meeting (A2). After the minutes have been reviewed and approved, time is set aside to allow for comments from the public (A3).



MINUTES

Regular Meeting of the Board of the California Foundation for Public Facilities (the “Foundation”)

Date: November 21, 2014

Time: 11:00 a.m.

**City Hall, 200 S. Anaheim Blvd, 6th Floor, Anaheim, CA 92805
~~5105 Manzanita Avenue, Carmichael, CA 95608~~**

In attendance at the Foundation’s meeting were Board Members Bob Adams, Deborah Moreno, Justin McCarthy and Faye Watanabe comprising a quorum. Justin McCarthy served as chair. The meeting was called to order.

Executive Director, Edward Becker attended. Ben Barker, Lee McCormick and Travis Cooper for Sierra Management Group L.L.C. attended as financial advisors to the Foundation. Ron Lee of Jones Hall, APLC, attended as counsel to the Foundation.

The minutes of the regular meeting of the Board on October 31, 2014, were approved.
Motion by Moreno; Seconded by McCarthy; Motion carries by unanimous roll call vote without abstentions.

There was no public comment.

The Board received the Executive Director Report.

The meeting was adjourned.
Motion by Adams; Seconded by Watanabe; Motion carries by unanimous roll call vote without abstentions.