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## **PROCEDURAL ITEMS FOR THE CMFA SUMMARY AND RECOMMENDATIONS**

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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).

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## **SPRINGVILLE AT CAMARILLO APARTMENTS SUMMARY AND RECOMMENDATIONS**

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Applicant: C&C Development

Action: Initial Resolution

Amount: \$12,000,000

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

Activity: Affordable Housing

Meeting: January 16, 2015

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### **Background:**

C&C Development is a full service Real Estate Development Company with over 30 years of experience. C&C Development approaches every project with the long-term in mind. Through quality of design and construction, they are not only developing projects to be successful today, they are developing projects that will remain successful 10, 20, and 30 years into the future.

The principals and senior management staff of C&C Development take a hands-on approach to all aspects of the real estate development process: acquisition, entitlement, financing, construction, management, and ownership. The company is closely associated with many of the finest professional consultants in the business; architects, land planners, engineers, attorneys and accountants.

C&C works closely with City staff to effectively utilize and leverage available funds to meet affordable housing production requirements as well as to achieve redevelopment goals relating to neighborhoods and specific properties. C&C's wealth of experience in structuring complex project financing enables it to use a variety of funding sources including: tax exempt bonds, low-income housing tax credits, tax increment financing, as well as NSP, HOME, CDBG, HUD and conventional financing.

The CMFA is currently working with C&C on two other projects.

### The Project:

The Springville at Camarillo Apartment project is a new construction project of a 60-unit affordable multifamily rental housing facility. The project will be located on 2.5 acres in the Springville Master Planned community of Camarillo, located north of the U.S. 101/Ventura Freeway, between Ponderosa Drive and Las Posas Road. The project will offer covered parking, a community room and laundry facility. The property is close to amenities for daily needs such as grocery stores, pharmacy and transit services. 100% of the 60 units will be restricted to households with incomes no greater than 50-60% of the area median income. The financing of this project will result in providing affordable housing for 60 families in the City of Camarillo for 55 years.

### The City of Camarillo:

The City of Camarillo is expected to become a member of the CMFA and hold a TEFRA hearing on January 28, 2015. Upon closing, the City is expected to receive approximately \$7,500 as part of the CMFA's sharing of Issuance Fees.

### Proposed Construction Financing:

#### Sources of Funds:

Tax-Exempt Bond:	\$ 10,598,946
Bank of America Subordinate Loan:	\$ 1,200,000
Deferred Developer Fee:	\$ 553,141
Master Developer Contribution:	\$ 2,550,000
Deferred Costs:	\$ 996,645
Equity:	<u>\$ 1,823,197</u>
Total Sources:	\$ 17,721,929

#### Uses of Funds:

Land Acquisition:	\$ 555,000
New Construction:	\$ 11,496,863
Architectural & Engineering:	\$ 545,000
Legal & Professional:	\$ 115,000
Lender Fees & Expenses:	\$ 302,252
Impact & Permit Fees:	\$ 1,419,120
Reserves:	\$ 163,700
Other*:	\$ 3,026,722
Costs of Issuance:	<u>\$ 98,272</u>
Total Uses:	\$ 17,721,929

### Terms of Transaction:

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

Public Benefit:

A total of 60 households will be able to enjoy high quality, independent, affordable housing in the City of Camarillo. The project will provide amenities such as covered parking, a community room and laundry facility. The construction of this project will provide affordable living in the City of Camarillo for 55 years.

Percent of Restricted Rental Units in the Project: 100%  
50% (30 Units) restricted to 50% or less of area median income households; and  
50% (29 Units) restricted to 60% or less of area median income households.  
Unit Mix: One, two & three bedroom units  
Term of Restriction: 55 years

Finance Team:

Lender:	TBD
Bond Counsel:	Orrick, Herrington & Sutcliffe, LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	TBD
Borrower Counsel:	Goldfarb and Lipman, LLP

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve an Initial Resolution of \$12,000,000 for Springville at Camarillo Apartments affordable multi-family housing facility located in the City of Camarillo, Ventura County, California.

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

\*Other Costs: These are costs that are categorized by CDLAC as “Other Costs” They may include the following; Accounting/Reimbursable, Appraisals, Audit Costs, Capital Needs Assessment, Contingency, Demolition & Environmental Remediation, Environmental Audit, Furnishings, Inspections, Insurance, Investor Due Diligence, Local Development Impact Fees, Marketing, Market Study, Operating Reserves, Permit Processing Fees, Prevailing Wage Monitoring, Relocation, Seismic, Syndication Consultants, and TCAC Application/Allocation/Monitoring Fees.



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## **IVY AT COLLEGE PARK II APARTMENTS SUMMARY AND RECOMMENDATIONS**

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Applicant: BRIDGE Housing Corporation

Action: Initial Resolution

Amount: \$22,000,000

Purpose: Finance Affordable Multi-Family Rental Housing Facility  
Located in the City of Chino, County of San Bernardino,  
California

Activity: Affordable Housing

Meeting: January 16, 2015

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### Background:

BRIDGE Housing Corporation ("BRIDGE") is one of the country's premier developers of affordable housing and master planned developments. Their mission is to produce large volumes of high-quality homes for seniors and families of very low, low and moderate-incomes. Since beginning active operations in 1983, BRIDGE has participated in the development of over 13,000 housing units in over 80 California communities, valued at more than \$3 billion. BRIDGE Property Management Company has had the management capacity to maintain quality standards and community responsiveness in nearly 8,000 rental units.

BRIDGE builds a range of housing types that both fit comfortably into their surroundings and act as a catalyst for revitalizing and strengthening neighborhoods. BRIDGE not only specializes in bringing affordable housing to all income levels, but it also works to develop housing for all age levels. BRIDGE has been a leader in providing high-quality affordable housing for seniors, helping to enhance the lives of all members of a community. The vast majority of the homes built by BRIDGE are affordable to families who earn approximately \$15,000 - \$50,000. The remainder is primarily affordable to households with moderate incomes. Approximately 78% of BRIDGE units are rentals; the balance of which is comprised of for-sale units affordable to first time homebuyers. BRIDGE is known for creating award winning affordable homes that not only depict the character of the community, but also display the same quality of design and construction as market rate housing.

The CMFA has participated in over 10 other BRIDGE Housing transactions.

### The Project:

The Ivy at College Park II Apartments project is a new construction development that will be located adjacent to the Ivy at College Park Apartments that the CMFA issued bonds for in 2012. The project will be a 200 unit multi-family complex made up of garden style buildings with one, two and three bedroom apartments. The property will include a computer lab and community space with a kitchen and media area. The site also features a tot-lot as well as a barbeque pit and a laundry facility. The unit amenities will include central air, a dishwasher, patio or balcony with storage, sliders and upgraded plank vinyl flooring. 198 of the units will be restricted to households with incomes no greater than 50-60% of the area median income with two units set aside as manager's units. The financing of this project will result in providing affordable housing for 198 families in the City of Chino for 55 years.

### The City of Chino:

The City of Chino is a member of the CMFA and will need to hold a TEFRA hearing. Upon closing, the City is expected to receive approximately \$12,833 as part of the CMFA's sharing of Issuance Fees.

### Proposed Construction Financing:

#### Sources of Funds:

Tax-Exempt Bond:	\$ 20,000,000
City of Chino:	\$ 3,800,000
GP Equity:	\$ 4,715
Equity:	<u>\$ 13,469,194</u>
Total Sources:	\$ 37,273,909

#### Uses of Funds:

Land Acquisition:	\$ 300,000
New Construction:	\$ 26,476,133
Architectural & Engineering:	\$ 1,245,000
Legal & Professional:	\$ 555,000
Construction Permits & Fees:	\$ 3,063,042
Financing Fees:	\$ 1,759,786
Insurance, FFE, Taxes, Soft Cost Contingency:	\$ 1,268,268
Developer Fee:	\$ 2,500,000
Costs of Issuance:	<u>\$ 106,680</u>
Total Uses:	\$ 37,273,909

### Terms of Transaction:

Amount:	\$22,000,000
Maturity:	17 years
Collateral:	Deed of Trust on property
Bond Purchasers:	Private Placement
Estimated Closing:	August 2015

Public Benefit:

A total of 198 households will be able to enjoy high quality, independent, affordable housing in the City of Chino. The project will provide amenities such as, community room, laundry facilities, playground and barbeque pit. The construction of this project will provide affordable living in the City of Chino for 55 years.

Percent of Restricted Rental Units in the Project: 100%  
14% (28 Units) restricted to 50% or less of area median income households; and  
86% (170 Units) restricted to 60% or less of area median income households.  
Unit Mix: One, two & three bedroom units  
Term of Restriction: 55 years

Finance Team:

Lender:	TBD
Bond Counsel:	Quint and Thimmig, LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	TBD
Borrower Counsel:	Gubb & Barshay, LLP
Financial Advisor:	Community Economics

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve an Initial Resolution of \$22,000,000 for Ivy at College Park II Apartments affordable multi-family housing facility located in the City of Chino, San Bernardino County, California.

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



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## **VISAYAS HAVEN APARTMENTS SUMMARY AND RECOMMENDATIONS**

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Applicant: Fallbrook Multifamily Investments

Action: Initial Resolution

Amount: \$15,000,000

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

Activity: Affordable Housing

Meeting: January 16, 2015

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### **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 Visayas Haven Apartment project is a new construction project consisting of a 59-unit affordable multifamily rental housing facility. The project will only receive Low Income Housing Tax-Credits for 12 units. Once the project is completed the developer will target housing 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 12 units will be restricted to those with incomes no greater than 50% of the area median income with the remaining 47 units self-restricting to the same income levels. The project will be located at N. Alvarado, 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 58 units of affordable multi-family housing for 55 years.

### The City of Los Angeles:

The City of Los Angeles is a member of the CMFA and will need to hold a TEFRA hearing. Upon closing, the City is expected to receive approximately \$7,981 as part of CMFA's sharing of Issuance Fees.

### Proposed Construction Financing:

#### Sources of Funds:

Tax-Exempt Bond:	\$ 12,770,000
Federal Historic Tax Credit:	\$ 1,080,000
AHP:	\$ 560,000
Seller Carry Back:	\$ 950,000
Solar Credits:	\$ 80,000
Equity:	<u>\$ 850,000</u>
Total Sources:	\$ 16,290,000

#### Uses of Funds:

Land Acquisition:	\$ 1,950,000
New Construction:	\$ 11,224,000
Architectural & Engineering:	\$ 283,000
Legal & Professional:	\$ 96,000
Soft Cost:	\$ 680,000
Developer Fees:	\$ 1,665,000
Other:	<u>\$ 392,000</u>
Total Uses:	\$ 16,290,000

Terms of Transaction:

Amount:	\$15,000,000
Maturity:	17 years
Collateral:	Deed of Trust
Bond Purchasers:	Private Placement
Estimated Closing:	April 2015

Public Benefit:

A total of 58 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: 20%  
20% (12 Units) restricted to 50% or less of area median income households;  
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 Initial Resolution of \$15,000,000 for Visayas Haven 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.





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## **WESTMINSTER COURT APARTMENTS SUMMARY AND RECOMMENDATIONS**

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Applicant: be.group

Action: Initial Resolution

Amount: \$12,000,000

Purpose: Finance Affordable Senior Housing Located in the City of Bell Gardens, County of Los Angeles, California

Activity: Senior Affordable Housing

Meeting: January 16, 2015

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### Background:

While officially established in 1955, their story began two decades earlier with a vision of creating better communities and services to make the lives of older adults more fulfilling. More than 65 years ago, a small group of individuals in Southern California made a bold commitment: to build an organization that would help older adults continue to lead rich, purposeful lives. What was originally Southern California Presbyterian Homes is now be.group. Over the decades, they have expanded from one fledgling community in La Jolla to 36 communities serving thousands of older adults throughout the state. Faith-based in their roots, they remain committed to providing superior-quality communities and services for seniors of all backgrounds, ethnicities and spiritual beliefs. While what they do has evolved to meet the changing needs of new generations, they stay true to the ideals of their founders.

As one of the country's largest nonprofit providers of senior living communities, their dedicated, well-trained staff is dedicated to help their residents and clients discover new ways to embrace life's possibilities and new options for exploring their potential. Southern California Presbyterian Homes became be.group on April 26, 2011 to better reflect this mission. It is a name and a philosophy that they believe sums up everything they've been everything we are today and everything they aspire to be in the future. Their vision, like the vision of their founders, begins and ends with the people they serve. They are here to help seniors be who they want to be: themselves.

### The Project:

The Westminster Court Apartments is an Acquisition/ Rehabilitation of an affordable senior housing development located at 6850 Florence Avenue, Bell Gardens, California. The project

consists of 75 units in a single building facility. The apartment complex was built in the 1980s and is an existing affordable senior project. The project consists of studio and one-bedroom apartments for people who earn at or below 60% of the area median income. This senior community has a beautifully landscaped courtyard, an outdoor recreation area, a community room and the resident services will have an on-site service coordinator. The acquisition/ rehabilitation of this project will continue to provide housing for 74 seniors for another 55 years.

#### The City of Bell Gardens:

The City of Bell Gardens will need to become a member of the CMFA and hold a TEFRA hearing. Upon closing, the City is expected to receive approximately \$6,250 as part of the CMFA's sharing of Issuance Fees.

#### Proposed Construction Financing:

##### Sources of Funds:

Tax-Exempt Bond:	\$ 12,000,000
Seller Financing:	\$ 1,500,000
Tax Credit Equity:	<u>\$ 3,500,000</u>
Total Sources:	\$ 17,000,000

##### Uses of Funds:

Land Acquisition:	\$ 3,800,000
Building Acquisition:	\$ 7,000,000
Rehabilitation:	\$ 5,500,000
Architectural & Engineering:	\$ 250,000
Legal & Professional:	\$ 200,000
Costs of Issuance:	<u>\$ 250,000</u>
Total Uses:	\$ 17,000,000

#### Terms of Transaction:

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

#### Public Benefit:

Westminster Court Apartments will provide 74 affordable apartments for low-income and very low-income senior citizens households. The project will include a community room and laundry facilities. This project will help supply the area with affordable housing for 55 years.

Percent of Restricted Rental Units in the Project: 100%

100% (74 units) restricted to 60% or less of area median income households.

Unit Mix: One-bedroom and studio

Term of Restrictions: 55 years

Finance Team:

Lender:	TBD
Bond Counsel:	Orrick, Herrington & Sutcliffe, LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	TBD
Borrower Counsel:	Gubb & Barshay, LLP

Recommendation:

It is recommended that the CMFA Board of Directors approve an Initial Resolution of \$12,000,000 for the Westminster Court Apartments affordable senior housing facility located in the City of Bell Gardens, County of Los Angeles, California.

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



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## **CARDENAS THREE SUMMARY AND RECOMMENDATIONS**

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Applicant:	Cardenas Three, LLC
Action:	Initial Resolution
Amount:	\$5,000,000
Purpose:	Finance a Manufacturing Project for Cardenas Three, LLC, Located in the City of Mira Loma, County of Riverside, CA.
Activity:	Manufacturing
Meeting:	January 16, 2015

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### Background:

Cardenas Three, LLC was founded by the Cardenas family. For generations the Cardenas family lived and thrived in the rich culture of central Mexico, but in 1970 they moved to the United States in search of a better future. They brought with them their love for authentic Mexican cuisine. Though the family made many sacrifices when they first arrived, they were able to take comfort in the traditions that came with them from Mexico; most important of which was their traditional and authentic style of cooking and eating together.

This tradition of cooking quality authentic Mexican cuisine has helped the Cardenas become one of the leaders in the Mexican food industry. In 2012, Cardenas Three, LLC created Magnolia Foods. Magnolia was formed by top executives in the industry with over 100 years of collective experience.

Magnolia Foods is a manufacturer of corn and flour tortillas, as well as sopas and other related products. Based in Mira Loma, California, their USDA-approved cooking facility is efficient, competitive and maintains extremely high-quality standards. Magnolia Foods distributes their delicious cuisine to nearly all food markets including restaurants, grocery store delis, club stores and retail stores.

### The Project:

The proceeds of the Bonds will be used to finance the acquisition of a new industrial corn and flour tortilla manufacturing line. This top of the line equipment will allow Magnolia Foods the

capacity to produce several thousand dozens of tortillas per hour. The equipment is to be owned and operated by Cardenas Three, LLC. The purchasing of new equipment will allow them to continue to grow which in turn will lead to the continued success and subsequent economic benefits to the public and their community.

City of Mira Loma:

The City of Mira Loma will need to become a member of the CMFA and hold a TEFRA hearing. Upon closing, the City is expected to receive approximately \$2,187 as part of CMFA's sharing of Issuance Fees.

Proposed Financing:

Sources of Funds:

Tax-Exempt Bond Proceeds:	\$ 3,500,000
Total Sources:	\$ 3,500,000

Uses of Funds:

New Machinery & Equipment:	\$ 3,425,000
Cost of Issuance:	\$ 75,000
Total Uses:	\$ 3,500,000

Terms of Transaction:

Amount:	\$5,000,000
Collateral:	Security Interest, Equipment, Personal Guarantees.
Maturity:	2022
Bond Purchasers:	Private Placement
Estimated Closing:	June 2015

Public Benefit:

The City of Mira Loma will enjoy an increase and diversification of the local tax base through salaries, wages, sales taxes, property taxes, and other local revenues generated through various vendors and businesses supporting the Borrower. The installation of the new equipment is estimated to allow for the creation of approximately 52 new full-time positions in the local surrounding communities. A non-profit in the City of Mira Loma will also benefit from the CMFA sharing of fees.

Finance Team:

Lender:	GE Government Finance, Inc.
Bond Counsel:	Jones Hall, APLC
Lender Counsel:	Kutak Rock
Issuer Counsel:	Jones Hall, APLC
Borrower Counsel:	TBD



Recommendation:

The Executive Director recommends that the CMFA Board of Directors adopt an initial resolution in the amount of \$5,000,000 to finance an industrial project for Cardenas Three, LLC, located in the City of Mira Loma, Riverside County, California.

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



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## **GILROY APARTMENTS SUMMARY AND RECOMMENDATIONS**

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Applicant:	Cesar Chavez Foundation
Action:	Final Resolution
Amount:	\$18,000,000
Purpose:	Finance Affordable Multi-Family Rental Housing Project Located in the City of Gilroy, Santa Clara County, California
Activity:	Affordable Housing
Meeting:	January 16, 2015

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### 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. The Foundation 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. They accomplish this 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 1970s and is an existing affordable multifamily project. The project is comprised of 30 2-story wood-frame residential structures, 5 small laundry buildings, a rental office building and a community recreation center. There are 10 one-bedroom units, 26 two-bedroom units, 40 three-bedroom units, 24 four-bedroom units, and 10 five-bedroom units 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 \$11,250 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:	\$ 18,000,000	\$ 14,064,000
Deferred Developer Fee:	\$ 100	\$ 100
LIH Tax Credit Equity:	\$ 1,490,245	\$ 9,934,967
Other (Seller Note):	\$ 9,588,198	\$ 7,346,287
Other (Operating Reserves):	\$ 585,613	\$ 585,613
Total Sources:	\$ 29,664,156	\$ 31,930,967

Uses of Funds:	
Acquisition:	\$ 20,430,000
Hard Construction Costs:	\$ 3,330,000
Architectural & Engineering Fee:	\$ 390,358
Contractor Overhead & Profit/GC/Bond:	\$ 909,923
Developer Fee:	\$ 2,460,000
Relocation:	\$ 1,943,189
Cost of Issuance:	\$ 998,413
Other *:	\$ 1,469,084
Total Uses:	\$ 31,930,967

Terms of Transaction:

Amount:	\$18,000,000
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%  
20% (22 Units) restricted to 50% or less of area median income households.  
80% (87 Units) restricted to 60% or less of area median income households.  
Unit Mix: 1, 2, 3, 4 & 5 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 \$18,000,000 for the Gilroy Apartments affordable housing project located in the City of Gilroy, Santa Clara County, California.

\*Other Costs: These are costs that are categorized by CDLAC as “Other Costs” They may include the following; Accounting/Reimbursable, Appraisals, Audit Costs, Capital Needs Assessment, Contingency, Demolition & Environmental Remediation, Environmental Audit, Furnishings, Inspections, Insurance, Investor Due Diligence, Local Development Impact Fees, Marketing, Market Study, Operating Reserves, Permit Processing Fees, Prevailing Wage Monitoring, Relocation, Seismic, Syndication Consultants, and TCAC Application/Allocation/Monitoring Fees.



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## **EAST CLIFF VILLAGE APARTMENTS SUMMARY AND RECOMMENDATIONS**

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Applicant:	Volunteers of America National Services
Action:	Final Resolution
Amount:	\$11,500,000
Purpose:	Finance Affordable Senior Rental Housing Project Located in the City of Santa Cruz, County of Santa Cruz, California
Activity:	Senior Affordable Housing
Meeting:	January 16, 2015

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### Background:

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

They are 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.

They are 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 National Affordable Housing Trust (“NAHT”) will be partnering with VOA on this project. NAHT is a non-profit organization dedicated to the creation and preservation of quality affordable housing throughout the United States for elderly persons, families, persons with disabilities, and all others in need.

Based in Columbus, Ohio, with offices in cities throughout the country, NAHT is a specialized financial intermediary and consulting firm that provides equity, grants and loans, in addition to development, asset management, and financial advisory services, for the creation and preservation of affordable housing related to the LIHTC Program under Section 42 of the Internal

Revenue Code. They are sponsored by and affiliated with eleven of the nation's largest, non-profit affordable housing owners and developers, resulting in a robust and collective effort to increase the supply of affordable housing available to the elderly, families, persons with disabilities, and others in need.

#### The Project:

The East Cliff Village Apartments is an acquisition/ rehabilitation of a senior affordable rental housing project consisting of a 76-unit building. The apartment complex was built in 1986 and is an existing affordable multifamily project. The project consists of studio and one-bedroom apartments for people who earn at or below 50% and 60% of the area median income. There is one, two-bedroom manager's unit. This senior family community has a beautifully landscaped courtyard, an outdoor recreation area and a community room. Resident services will have an on-sight service coordinator who provides counseling and coordinates supportive services. The acquisition/ rehabilitation of this project will continue to provide housing for 75 senior families for another 55 years. The project is located at 1635 Tremont Drive, unincorporated County of Santa Cruz, California

#### The County of Santa Cruz:

The County Santa Cruz is a member of the CMFA and held a TEFRA hearing on September 16, 2014. Upon closing, the County is expected to receive approximately \$7,187 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:	\$ 11,500,000	\$ 6,645,000
Seller Note, 4% 35 year Term:	\$ 8,587,305	\$ 8,587,305
Developer Equity:	\$ 701	\$ 701
LIH Tax Credit Equity:	\$ 1,047,750	\$ 7,013,751
Acquired Reserves:	\$ 463,487	\$ 463,487
Other (Construction Period Income):	\$ 510,125	\$ 510,125
Total Sources:	\$ 22,109,368	\$ 23,220,369

Uses of Funds:	
Acquisition/Land Purchase:	\$ 13,000,000
On & Off Site Costs:	\$ 76,000
Hard Construction Costs:	\$ 4,388,645
Architect & Engineering Fees:	\$ 271,786
Contractor Overhead & Profit:	\$ 361,244
Developer Fee:	\$ 2,452,123
Relocation:	\$ 155,500
Cost of Issuance:	\$ 250,588
Capitalized Interest:	\$ 478,444
Other Costs*:	\$ 1,786,039
Total Uses:	\$ 23,220,369

Terms of Transaction:

Amount:	\$11,500,000
Maturity:	17 years
Collateral:	Deed of Trust on property
Bond Purchasers:	Private Placement
Estimated Closing:	February, 2015

Public Benefit:

A total of 75 senior households will continue to be able to enjoy high quality, independent, affordable housing in the City of Santa Cruz. 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 Santa Cruz for another 55 years.

Percent of Restricted Rental Units in the Project: 100%  
31% (23 Units) restricted to 50% of area median income households, and  
69% (52 Units) restricted to 60% of area median income households.  
Unit Mix: Studio and one-bedroom units  
Term of Restriction: 55 years.

Finance Team:

Lender:	Wells Fargo Bank Municipal Capital Strategies, LLC
Bond Counsel:	Quint & Thimmig LLP
Issuer Counsel:	Jones Hall, APLC
Lender Counsel:	Eichner Norris & Neumann PLLC
Borrower Counsel:	Levy, Levy, Levy
Financial Advisor:	National Affordable Housing Trust

Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve a Final Resolution of \$11,500,000 for the East Cliff Village Apartments senior affordable housing project located in the unincorporated County of Santa Cruz, California.

\*Other Costs: These are costs that are categorized by CDLAC as "Other Costs" They may include the following; Accounting/Reimbursable, Appraisals, Audit Costs, Capital Needs Assessment, Contingency, Demolition & Environmental Remediation, Environmental Audit, Furnishings, Inspections, Insurance, Investor Due Diligence, Local Development Impact Fees, Marketing, Market Study, Operating Reserves, Permit Processing Fees, Prevailing Wage Monitoring, Relocation, Seismic, Syndication Consultants, and TCAC Application/Allocation/Monitoring Fees.



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## **SDORI CHARTER SCHOOL PROPERTIES, LLC PROJECT SUMMARY AND RECOMMENDATIONS**

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**Applicant:** Julian Charter School

**Action:** Final Resolution

**Amount:** \$30,000,000

**Purpose:** Finance and Refinance the Acquisition, Construction, Improvement, Renovation and Equipping of Charter School Facilities for the SDORI Charter School Properties, LLC, located in the Cities of Encinitas, Murrieta and Temecula, California.

**Activity:** Charter School

**Meeting:** January 16, 2015

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### Background:

Julian Charter School, Inc. ("Julian") is a California nonprofit public benefit corporation incorporated on November 3, 1999 and is an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Its initial charter was authorized and approved on November 22, 1999, in accordance with the Charter Schools Act of 1992, by the Julian Union Elementary School District in San Diego County, California and has been renewed three times (the "Charter"). The current Charter expires on June 30, 2016. Julian teaches students primarily residing in the County of San Diego, California, the County of Riverside, California and Orange County. Julian currently serves approximately 2,500 students in grades K-12.

SDORI Charter School Properties, LLC (the "Borrower") is a California Limited Liability Company formed on May 20, 2013 for the purpose of acquiring, improving and leasing real property to Julian for use as educational facilities. The Borrower currently owns the Temecula and Murrieta properties.

Julian was established to meet the needs of students who are underserved by traditional delivery systems of education and for families who have a strong desire to home school. As such, Julian operates as an independent study school and must comply with California's independent study laws (California Education Code Sections 51745-517493.3) and the provisions of the Charter Schools Act governing independent study in charter schools (collectively, the "Independent Study Laws"). According to the California Department of Education, the Independent Study Laws



provide an alternative instructional strategy for students, not an alternative curriculum. Under the Independent Study Laws, students are required to work independently, according to a written agreement and under the general supervision of a credentialed teacher or teachers. While Julian students are required to follow the curriculum adopted by the Charter School and meet both the State board of education graduation requirements and the additional Charter School graduation requirements, independent study offers Julian students the flexibility to meet their individual needs, interests and styles of learning.

#### The Project:

The proceeds of the Bonds will be used to finance and refinance: (1) the acquisition, construction, expansion, renovation of, and equipping of educational facilities, including buildings, located at one or more of the following locations: (A) 27235 Madison Avenue, Temecula, California 92590, in the County of Riverside, California; (B) 39665 Avenida Acacias, Murrieta, California 92563, in the County of Riverside, California; (C) 29141 Vallejo Ave. Temecula, California 92592, in the County of Riverside, California; and (D) 539 Encinitas Boulevard, Encinitas, California 92024, in the County of San Diego, California (collectively, the “Facilities”); (2) capitalized interest, if necessary, with respect to the Bonds; (3) a reserve fund, if necessary, with respect to the Bonds; and (4) certain expenses incurred in connection with the issuance of the Bonds, including any applicable credit enhancement costs for the Bonds.

#### The County of Riverside and San Diego:

The Counties of Riverside and San Diego are members of the CMFA and are scheduled/ held TEFRA hearings on January 6 and 27, 2015. Upon closing, the Counties are expected to share up to \$9,168 as part of the CMFA’s sharing of Issuance Fees.

#### Proposed Financing:

##### Sources of Funds:

Tax-Exempt Bonds:	\$ 24,390,000
Taxable Bonds:	<u>\$ 620,000</u>
Total Sources:	\$ 25,010,000

##### Uses of Funds:

Refi of Murrieta Facility:	\$ 3,081,000
Refi of Temecula (Madison Ave) Facility:	\$ 3,512,000
Acquisition of Temecula (Vallejo Ave) Facility:	\$ 4,200,000
Improvement of Temecula (Vallejo) Facility:	\$ 1,300,000
Acquisition & Improvement of SD Facility:	\$ 10,000,000
Architect & Engineering:	\$ 106,831
Debt Service Reserve Fund:	\$ 1,747,963
COI and Underwriter’s Discount:	<u>\$ 1,062,206</u>
Total Uses:	\$ 25,010,000

Terms of Transaction:

Amount:	\$30,000,000
Maturity:	March 2045
Collateral:	Deed of Trust
Bond Purchasers:	Institutional Investors
Offering:	Limited Offering
Estimated Closing:	March 2015
Expected Rating:	BB/ BB+ (Standard & Poor's)

Public Benefit:

Julian was established to meet the needs of students who are underserved by traditional delivery systems of education and for families who have a strong desire to home school. Julian currently serves approximately 2,500 students in grades K-12. Julian's mission is to empower learners with educational choice and to provide an exemplary personalized learning program in a supportive, resource-rich learning environment. Julian is dedicated to excellence and committed to nurturing passionate lifelong learners.

Julian believes that in order to develop educated and contributing 21<sup>st</sup> century students, students must have the skills, knowledge and expertise needed to succeed in work and life based on a blending of content knowledge, specific skills, and the expertise and literacy's outlined in the Julian Charter School Expected School-wide Learning Results (ESLR) which is a requirement of the WASC process.

Finance Team:

Underwriter:	Robert W. Baird & Co., Incorporated
Bond Counsel:	Kutak Rock LLP
Issuer's Counsel:	Jones Hall, APLC
Underwriter's Counsel:	Quarles & Brady LLP
Borrower's Counsel:	Hooper, Lundy & Bookman, P.C.
Financial Advisor:	Buck Financial Advisors, LLC
Trustee:	Zions Bank, N.A.
Rating Agency:	Standard & Poor's Credit Markets Service

Recommendation:

The Executive Director recommends that the CMFA Board of Directors adopt a Final Resolution of \$30,000,000 for the Julian Charter School, Inc. project located in the Cities of Encinitas, Murrieta and Temecula, Counties of San Diego and Riverside, California.



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## **FRED YOUNG FARMWORKER APARTMENTS SUMMARY AND RECOMMENDATIONS**

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Applicant: Coachella Valley Housing Coalition

Action: Resolution Extending the Maturity

Amount: \$14,000,000

Purpose: Finance the New Construction of Affordable Housing Apartments in the City of Indio, County of Riverside, California

Activity: Affordable Housing

Meeting: January 16, 2015

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### **Background:**

Coachella Valley Housing Coalition (“CVHC”) was founded in 1982 and has built 1,713 affordable housing units in Riverside and Imperial County. CVHC also developed Cachanillas, a 48-home contractor-built development for low income families in response to the displacement of families in unpermitted mobile home parks in Eastern Coachella Valley. CVHC has focused on low-income family developments which includes migrant farm worker facilities, rental homes, and California’s only affordable housing complex for retired farm workers. Along with this, CVHC has committed to the development of special needs complexes for seniors, persons with mental disabilities, and individuals with HIV/AIDS and other chronic illnesses. CVHC has recognized the need for community support services, and they now sponsor various childcare centers, after-school tutoring programs, computer technology centers, community gardens, discounted swim passes, music, athletic and dance camps, English as a second language and citizenship classes, and many other community service programs. This was our third project with CVHC.

### **The Project:**

The Fred Young Farmworker Apartments is a multifamily new construction affordable housing project located in the City of Indio. The Project will consist of 84 apartment housing units and 1 managers unit for farmworkers. The development will be constructed on 8.09 acres of vacant

land. The Fred Young Farm Labor Camp is an existing 253 unit farmworker complex that needs to be replaced. Fred Young Farmworker Apartments, Phase 1 is the first phase of a three phase process to provide replacement housing for the existing camp. The new Project will be open to families from the existing camp and as tenants leave the existing community the old camp will be demolished. Coachella Valley Housing Coalition has processed a specific plan for the 58.5 acre Fred Young Farm Labor Camp that includes a mix of additional apartment units, single family homes, commercial, and other community uses.

#### The City of Indio:

The City of Indio is a member of the CMFA and held a TEFRA hearing on February 15, 2012. The City is received \$8,750 as part of CMFA's sharing of Issuance Fees.

#### Proposed Financing:

Sources of Funds:	<u>Construction</u>	<u>Permanent</u>
Tax-Exempt Bond Proceeds:	\$14,000,000	\$ 0
Developer Equity:	\$ 0	\$ 1,100,000
LIH Tax Credit Equity:	\$ 300,000	\$ 9,950,605
Direct & Indirect Public Funds:	<u>\$ 6,199,952</u>	<u>\$11,521,483</u>
Total Sources:	\$20,499,952	\$22,572,088

Uses of Funds:	
Land Acquisition:	\$ 20,000
On & Off Site Costs:	\$ 4,274,352
Hard Construction Costs:	\$ 8,700,958
Architectural & Engineering:	\$ 1,135,000
Contractor Overhead & Profit:	\$ 1,745,938
Developer Fee:	\$ 2,300,000
Cost of Issuance:	\$ 201,583
Capitalized Interest:	\$ 518,699
Other Soft Costs (Marketing etc.):	<u>\$ 3,675,558</u>
Total Sources:	\$22,572,088

#### Terms of Transaction:

Amount:	\$14,000,000
Maturity:	April 1, 2015
Collateral:	Deed of Trust on property
Bond Purchasers:	Private Placement
Closing:	August 23, 2012

Public Benefit:

The Fred Young Farmworker Apartments will provide 84 affordable apartments for low-income households with incomes at or below the area median income. The City of Indio's low-income community has a need for affordable housing. This project will help supply the area with affordable housing for 55 years.

Percent of Restricted Rental Units in the Project: 100%  
31% (26 Units) restricted to 50% or less of area median income households; and  
69% (58 Units) restricted to 60% or less of area median income households;  
Unit Mix: 1, 2, 3 and 4 bedrooms

Term of Restriction: 55 years

Finance Team:

Lender:	U.S. Bank N.A.
Bond Counsel:	Jones Hall APLC
Lender Counsel:	Kutak Rock LLP
Issuer Counsel:	Squire Sanders LLP
Borrower Counsel:	Gubb and Barshay, LLP
Financial Advisor:	Community Economics

Recommendation:

It is recommended that the CMFA Board of Directors approve a Resolution authorizing the execution and delivery of a second amendment to master pledge and assignment and approving actions for an affordable housing facility located in the City of Indio, County of Riverside, California.



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## **PROPERTY ASSISTED CLEAN ENERGY (“PACE”) SUMMARY AND RECOMMENDATIONS**

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Action:	Hold Public Hearing and Adopt Resolutions Relating to: A. Confirming Report B. California Environmental Quality Act (“CEQA”) C. Issuance of Limited Obligation Improvement Bonds
Purpose:	Property Assessed Clean Energy (“PACE”)
Activity:	PACE Financing and Refinancing of Energy Efficiency, Water Efficiency, Renewable Energy Generation and Seismic Improvements
Meeting:	January 16, 2015

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### Background:

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. 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 property owners benefit from potentially lower energy costs and improved property values. PACE financing provides a means of paying for energy efficiency and renewable energy improvements at attractive interest rates and is typically tax deductible to the property owner.

The Resolution of Intention adopted by the CMFA Board on December 12, 2014 authorized staff to proceed with the establishment of a residential and commercial PACE program.

### Steps:

1. Finalize Program Documents and Guidelines (January 16, 2015)
  - a. CMFA PACE Public Hearing
  - b. CMFA Program Report and Handbook (Guidelines)
  - c. CMFA Confirming Resolution
  - d. CMFA CEQA Resolution
  - e. CMFA PACE Bond Resolution
    - i. Form of Issuance Certificate & Electronic Signature

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

A. Confirming Report Discussion:

On December 12, 2014, pursuant to Resolution No. 14-118 (the “Resolution of Intention”), the Board of Directors of the Authority declared its intention to establish the CMFA PACE Program. The Resolution of Intention directed the preparation of a report (the “Report”) titled CMFA Program Report and Handbook addressing all of the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California, as amended (“Chapter 29”), including a draft contract (the “Contract”) between the Authority and property owners participating in the Program providing for payment of contractual assessments. The Report items are included in the CMFA Program Report and Handbook.

This Resolution confirms the report was created and, among other things:

1. the Report is on file with the Secretary of the Board of Directors and contains all the matters required by Sections 5898.22 and 5898.23 of Chapter 29; and
2. the Authority caused publication of a notice of public hearing for the purpose of allowing interested persons to object to or inquire about the proposed Program or any of its particulars; and
3. on this date, the Board of Directors of the Authority held a noticed public hearing as required by Chapter 29 at which the Report was summarized and all persons who were present were given an opportunity to comment upon, object to, or present evidence with regard to the proposed Program, the extent of the area proposed to be included within the Program, the terms and conditions of the draft Contract attached as an exhibit to the Report, and the proposed financing provisions; and
4. the Authority caused written notice of the proposed Program to be provided to all water or electric providers within the boundaries of the Covered Jurisdictions not less than 60 days prior to this date; and
5. the Report is approved and confirmed; and
6. the boundaries of the Program are established; and
7. the Authority orders the Authorized Improvements identified in the Contracts to be made and confirms contractual assessments; and
8. the Board of Directors finds that adoption of the Resolution is not a “project” under CEQA; and
9. the maximum aggregate dollar amount of the principal component of voluntary contractual assessments to be levied under the Program is \$50 billion, subject to increase if there is sufficient demand; and
10. other Program and administrative items.

## B. CEQA Discussion:

The California Environmental Quality Act (“CEQA”) requires that a public agency consider the environmental impacts of a “project” (for purposes of CEQA) for which it issues a discretionary approval, and the approval (“CEQA Approval”) may consist of (i) a determination that the project is exempt or otherwise not subject to CEQA, (ii) a determination of no significant impact (a negative declaration), (iii) a determination of no significant impact based upon mitigation measures (a mitigated negative declaration), or (iv) the review and approval of the findings of an environmental impact report that assesses and approves environmental impacts, but may include limitations and requirements applicable to the project.

The Resolution states the Program is not a project for purposes of CEQA because it is a government funding mechanism or other government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Any project or activity approved or funded under the Program may be modified or not implemented at all depending upon a number of factors, including CEQA environmental review. In addition, the Authorized Improvements to be financed or refinanced by the Program are generally of a type that will not result in a direct or reasonably foreseeable indirect physical change in the environment and are, therefore, not a “project” for purposes of CEQA. 14 Cal. Code Regs. § 15060(c)(2) or are otherwise exempt from CEQA.

## C. Limited Obligation Improvement Bonds Discussion:

PACE financings utilize the issuance of limited obligation improvement bonds to finance Authorized Improvements. The CMA Program Report and Handbook lists the maximum aggregate dollar amount of the principal component of voluntary contractual assessments to be levied under the Program as \$50 billion, subject to increase if there is sufficient demand.

The resolution being considered authorizes such limited obligation improvement bonds to be issued in one or more series over time and also approves the execution and delivery of related documents. Among other things, the resolution approves the form of Master Indenture and Electronic Signature Agreement and authorizes the Authorized Signatories to deliver documents and take necessary actions with regards to the approved documents.

## Finance Terms:

Program Maximum:	\$50 Billion
Maturity:	Not to Exceed 39 Years Per Bond
Collateral:	Property Tax Lien
Rating:	Non Rated
Bond Purchasers:	Limited Offering
Estimated Closing:	Ongoing Issuance



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
Trustees:	Wilmington Trust Deutsche Bank National Trust

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.

Recommendation:

The Executive Director recommends the CMFA Board of Directors adopt resolutions relating to the confirming report, CEQA approval and the authorization of limited obligation improvement bonds 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.

# PACE Program Report and Handbook

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## 1 Introduction

The California Municipal Finance Authority's ("CMFA") Property Assessed Clean Energy ("PACE") program (the "Program") is enabled under Assembly Bill 811 (Enabling Legislation), which was approved by the California State Legislature in July 2008.

PACE Programs are an innovative way to finance or refinance the installation of distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, electric vehicle charging infrastructure, seismic strengthening improvements and such other work to existing commercial and residential buildings. Interested residential and commercial property owners ("Property Owners") enter into a voluntary assessment to receive up to 100% project financing, which assessment is repaid together with, and collected as part of, their property taxes for up to 39 years.

The Program has been established for CMFA members to assist Property Owners in financing eligible improvements. The Program facilitates financing for Property Owners in participating areas by issuing bonds secured by assessments levied on the subject properties ("Assessments"). The Program has engaged multiple program administrators ("Program Administrators") responsible for administration of the Program. Such Program Administrators will purchase the bonds issued by the CMFA to provide capital for the Program to finance the eligible improvements. Program Administrators work with local contractors that specialize in the installation of distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, electric vehicle charging infrastructure, seismic strengthening improvements and such other work; while ensuring fair pricing, controlling quality for consumers, utilizing existing incentive Programs, and complying with local regulations.

This CMFA Program Report and Handbook (this "Program Handbook") outlines the basic design and financing structure of the Program, and constitutes the report required pursuant to Section 5898.22 of Chapter 29 of Part 3 of Division 7 of the California Streets & Highways Code ("Chapter 29"). Separate Program Administrator Procedures Handbooks will provide additional details and information for the Program and each of the Program Administrators.

## 2 Maximum Financing Amount for Program

The maximum aggregate dollar amount of the principal component of voluntary contractual assessments to be levied under the Program is \$50 billion, subject to increase if there is sufficient demand.

Applications from Property Owners for financing under the Program will be considered on a first come, first served basis. If the authorized maximum aggregate dollar amount is exceeded, then the last property that caused such authorized maximum aggregate dollar amount to be exceeded will be ineligible for financing under the Program. Once \$48 billion of qualified improvements have been financed, applications will receive a time stamp in order to evidence priority.

## 3 Future Program Changes

The CMFA reserves the right to change the Program and its terms at any time; however, any such change will not affect a Property Owner's existing obligation to pay the contractual Assessment agreed to in an executed Assessment Contract.

## 4 Program Administrators

Program financing is offered to the public through a Public / Private Partnership with one or more Program Administrators. Program Administrators are responsible for originating Program financings while ensuring fair pricing, controlling quality, utilizing existing incentive programs, providing capital, and complying with local regulations. Program Administrators operate independently under the guidelines described in this Program Handbook. Processes and financing rates and terms offered by each Program Administrator may vary subject to the Program Administrator Procedures Handbook. References to Program Administrators in this Program Handbook apply to all Program Administrators engaged by the Program. A list of active Program Administrators is available online at [www.cmfa-ca.com/paceprogram/programadministrators](http://www.cmfa-ca.com/paceprogram/programadministrators).

## 5 Contacts

### 5.1 Program

California Municipal Finance Authority (“CMFA”)

Phone (760) 930-1333

Fax (760) 683-3390

Email [pace@cmfa-ca.com](mailto:pace@cmfa-ca.com)

Address 2111 Palomar Airport Rd, Suite 320  
Carlsbad, CA 92011

Online [www.cmfa-ca.com/paceprogram](http://www.cmfa-ca.com/paceprogram)

### 5.2 Program Administrators

PACE Funding Group

Phone (650) 799-4540

Email [contact@PACEFunding.com](mailto:contact@PACEFunding.com)

Address 100 Cooper Court  
Los Gatos, CA 95032

Online [www.pacefunding.com](http://www.pacefunding.com)

Energy Efficient Equity

Phone (310) 307-4940

Fax (310) 307-4701

Email [contact@energyefficientequity.com](mailto:contact@energyefficientequity.com)

Address 10880 Wilshire Blvd Suite 1101  
Los Angeles, CA 90024

Online [www.energyefficientequity.com](http://www.energyefficientequity.com)

## 6 Program Eligibility Requirements

Financing by the Program is subject to the following Eligibility Requirements. The Eligibility requirements described herein are the minimum requirements to qualify for financing offered by the Program. Program Administrators may at their own discretion require additional criteria to qualify for financing.

## 6.1 Properties

To be eligible, the subject property must pay property taxes and meet the requirements as set forth below:

### 6.1.1 Geography

The subject property must be located within a county or city that (a) is a member of the CMFA (a boundary map showing the boundaries of the current members and, accordingly, the territory within which the Program is offered is attached as Exhibit A) and (b) is participating in the Program by adopting an authorizing resolution in compliance with applicable law (a current list of cities and counties participating in the CMFA PACE Program can be found at [www.cmfa-ca.com/pace](http://www.cmfa-ca.com/pace)).

### 6.1.2 Property Tax Status

The subject property's taxes must be current for the prior twelve (12) months.

### 6.1.3 Equity

The sum of all debt secured by the subject property and all involuntary liens as described herein must not exceed the subject property's market value.

### 6.1.4 Maximum Assessment

The amount financed by the Program may not exceed twenty percent (20%) of the subject property's market value. The total annual property tax and assessments on a subject property may not exceed five percent (5%) of the subject property's market value, as determined at the time of approval for the Property Owner's contractual Assessment.

### 6.1.5 Bankruptcy

The subject property must not be an asset in a current bankruptcy proceeding.

### 6.1.6 Liens

The subject property must not have any of the following involuntary Liens with a balance greater than one thousand Dollars (\$1,000.00):

- Federal Income Tax
- State Income Tax
- Judgment

- Prohibited liens do not include community facilities district assessments or other financing district liens placed on all properties in that particular financing district.
- Any non-mortgage-related debt may be subject to review.

Payment Arrangement exception:

If any of the above-mentioned liens exist, the Property Owner may provide documentation of a payment arrangement with a term of less than 12 months to satisfy this requirement, provided however that the sum of the lien balance and mortgage balance conforms to the Equity requirements described herein.

#### 6.1.7 New Construction

New construction is not eligible unless certificate of occupancy has been obtained.

#### 6.1.8 Mobile & Manufactured Homes

Mobile homes and manufactured homes are eligible if the homes are permanently attached to the real property, and if the mobile/manufactured home owner(s) also own the underlying land and pay real property taxes (not DMV fees).

#### 6.1.9 HOA

Properties within Homeowners Associations (“HOA”) are eligible, subject to HOA restrictions. It is the Property Owner(s) sole responsibility to ensure that the installed products meet all HOA requirements. The Program and Program Administrators are not responsible for any claims made by an HOA. If a HOA requires a Property Owner to remove and or modify any improvements financed by the Program the Property Owner is still responsible for making Payments as agreed in the Assessment Contract.

#### 6.1.10 Commercial Properties

Commercial Properties, defined as (i) a property of which the primary use is not residential or (ii) a property used for multi-family housing with five or more units, are eligible for Program financing provided that (a) the Property Owner must provide written notice of the proposed assessment to any lenders with liens secured by the subject property, and (b) the Property Owner must have an energy audit, water audit or engineering report conducted on the subject property recommending the improvements the property owner is seeking to finance.



## 6.2 Property Owners

To be eligible, the Property Owner(s) must meet the following criteria:

### 6.2.1 Owner of Record

Applicant(s) must be the owner(s) of record according to the property's Title records recorded with the Participating County.

### 6.2.2 Mortgage Status

All debt secured by the subject property must be current and not more than sixty days past due for the twelve (12) months prior to application date (or since purchase if owned for less than 12 months).

### 6.2.3 Bankruptcy

Property Owner(s) must not be involved in current bankruptcy proceedings or have filed for bankruptcy during the past three (3) years.

### 6.2.4 Approval

All Owners of record must sign the Required Program Documents as described in the Required Documents sections of this Program Handbook.

### 6.2.5 Legal Entities

If the property is held in a Trust or owned by a legal entity such as a Corporation or LLC, the property is eligible for Program participation provided that the applicant(s) produce documentation from the legal entity granting the applicant(s) the authority to enter into such a transaction.

## 6.3 Projects

The Program offers financing for various distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, electric vehicle charging infrastructure, seismic strengthening improvements and such other work that will be permanently fixed to property (the "Eligible Products"). The initial Eligible Products are identified by the initial Product Eligibility Guidelines attached as Exhibit B, and the CMFA may update the Product Eligibility Guidelines and, accordingly, the list of Eligible Products authorized for financing from time to time. The financing of the Eligible Products may be structured through a power purchase agreement or lease, the payments under which may be prepaid in whole or in part, subject to the requirements of Chapter 29. The financing can be used to cover the cost of a project to include but not limited to: products; materials; professional

installation; analysis; design; drafting; engineering; permitting, inspections and fees. To be eligible the project must meet the following criteria:

#### 6.3.1 Project Approval

Prior to installation, the Program Administrator must approve each project. To obtain project approval the contractor must define the project's scope, products to be installed, permits required, costs, obtain Property Owner consent then submit the proposed project for approval through the Program Administrator's website. Upon receipt of the project request the Program Administrator will determine the projects eligibility for financing. The projects eligibility for financing may be determined based on A) the use of approved products, or B) a projects capacity to: generate renewable energy; make the property energy efficient; conserve water; charge electric vehicles or construct a seismic improvement. If the Program Administrator determines that the project is eligible for financing, a notice to proceed will be sent to contractor and Property Owner(s).

#### 6.3.2 Approved Products

Products must be approved by a Program Administrator, and meet minimum energy production, energy efficiency, water conservation, water efficiency and/or other requirements. Product guidelines and eligibility criteria is attached as Exhibit B and available on the Program website, [www.cmfa-ca.com/paceprogram/productguidelines](http://www.cmfa-ca.com/paceprogram/productguidelines).

#### 6.3.3 No Used Products

All products and materials must be new. Used, refurbished or remanufactured products are not eligible for financing.

#### 6.3.4 Permanently Affixed

Products must be permanently affixed to the subject property.

#### 6.3.5 Installation

A licensed contractor that is approved by the Program Administrator must complete all installations. No self-installations are permitted. Installation costs may include, but are not limited to, energy/water audit costs, appraisals, labor, design, drafting, engineering, permit fees, and inspection charges.

#### 6.3.6 Installation Warranty

Contractors must provide a reasonable warranty as determined by a Program Administrator for all work performed.

#### 6.4 Contractors

Only contractors that have been approved by a Program Administrator may complete projects financed by the Program. New contractors may apply to participate in the Program by contacting a Program Administrator and requesting a new contractor application. Upon receiving a completed new contractor application, the Program Administrator will review and determine if the contractor meets the necessary criteria for Program eligibility.

A contractor must meet the following minimum criteria to be approved and register with a Program Administrator:

##### 6.4.1 Good Standing

Contractor must be in good standing with the California State License Board (“CSLB”).

##### 6.4.2 Qualified to Install

Contractors may only perform work for which they have the appropriate CSLB license.

##### 6.4.3 Insured & Bonded

Contractors must have general liability and workers compensation insurance and are required to carry a bond that adequately protects the Property Owner for the project costs.

#### 6.5 Third Party Transactions

The Program may be used in conjunction with third party transactions including but not limited to Leases and Power Purchase Agreements.

#### 6.6 PACE Assessment Refinancing

### 7 The Program may be used to refinance existing PACE assessments. Financing Terms, Costs and Fees

This section contains the general Fees and Terms of the financing offered by the Program. The costs of issuing bonds and administering the Program will be

financed through participant application fees, proceeds of the financing, and an administrative component of the contractual Assessments. The Program Administrator may apply additional Terms, Rates and Fees to each Assessment as specified in the financing documents and provided to the Property Owner upon application approval. A form of the Assessment Contract, which specifies the terms and conditions that would be agreed to by a Property Owner and the CMFA, is attached as Exhibit C.

#### 7.1 Minimum Assessment Amount

The minimum Assessment amount is five thousand dollars (\$5,000).

#### 7.2 Maximum Assessment Amount

The maximum residential Assessment amount is two hundred thousand dollars (\$200,000). Program Administrators may at their own discretion approve amounts over two hundred thousand dollars (\$200,000) on a case-by-case basis. Assessments over two hundred thousand dollars (\$200,000) require Lender Notification and an Energy Audit. The maximum residential and nonresidential Assessment amount is also subject to the limitation set forth in Section 6.1.4 of this Program Handbook.

#### 7.3 Maximum Interest Rate

Interest rates may be up to the maximum rate allowed by law in the subject property's jurisdiction.

#### 7.4 Financing of Costs and Fees

In addition to financing the eligible improvements, the CMFA will finance the following, which will be included in the Assessments:

##### 7.4.1 Recording Fee

The recording fee is a one-time fee used to record the Recording Documents at the county recorder's office.

##### 7.4.2 Initial Administrative Fee

The initial administrative fee is a one-time fee used for expenses associated with administration of the Program and issuance of the bonds, which includes closing fees paid to the CMFA, other entities responsible for program administration and management, fees of issuer and bond counsel to the CMFA, trustee fees, as well as other related costs of issuance of any bond.

#### 7.4.3 Annual Ongoing Administrative Fee

The annual ongoing administrative fee is used for ongoing administrative expenses incurred by the Program in connection with collecting Assessments and the administration and management of the Program.

#### 7.4.4 Reserve Deposit

Program Administrators may require property owners to finance a deposit to a reserve fund or account, which would be used to pay debt service on a related series of bonds in the event of contractual Assessment installment delinquencies. The amount of such deposit, if any, will be provided in the Program Administrator Procedures Handbook and/or the financing documents.

#### 7.4.5 Interest Before First Payment (Capitalized Interest)

An amount equal to the interest between the Bond Issuance Date and the First Payment Date will be added to the principal balance of the Assessment.

#### 7.4.6 Third Party Expenses

Costs, Fees and other expenses associated with third party financings including but not limited to Leases and Power Purchase Agreements.

#### 7.4.7 Refinancing Expenses

Costs and expenses associated with refinancing activities, including but not limited to principal repayment, processing fees, accrued interest and prepayment penalties.

#### 7.4.8 Additional Fees

Additional fees may be applied to each Assessment as specified in the financing documents and provided to the Property Owner upon application approval.

### 7.5 Terms

The Program offers financing Terms up to thirty-nine (39) years. The financing term may not exceed the “useful life” of the installed Eligible Product. The Program Administrator determines the useful life and maximum financing term offered for each assessment.

### 7.6 Prepayment

Assessments can be prepaid in full at any time and may or may not be subject to a prepayment penalty. Any prepayment penalties will be identified in the Assessment Contract.

## 7.7 Repayment

Property Owners will repay the Principal, Interest and applicable Fees over the financing term as agreed to and specified in the Assessment Contract. Payment will be billed and paid as a line item on the Property Tax Bill. Failure to repay as agreed will result in additional interest and penalties and may result in foreclosure and sale of the Property.

## 8 Quality Control

Program Administrators may at their own discretion conduct the following quality control procedures to ensure that any projects financed by the Program meet the Program and Program Administrators eligibility requirements:

### 8.1 Inspection

Program Administrator reserves the right to schedule an on-site validation visit to confirm that the approved Eligible Product was fully and permanently installed either before or after loan proceeds have been dispersed.

### 8.2 Building Permits

If Building Permits are required for the Project, cause the Property Owner to furnish a copy of the approved permit. Property Owners are responsible for obtaining any required permits and should speak to their contractor to determine if the Project requires a permit prior to submitting a financing request. If permits are required, finalized permit documentation must be submitted with the Completion Certificate.

## 9 Required Documents

The following documents are required for financing by the program. A set of sample documents can be found on the Program website at [www.cmfa-ca.com/paceprogram/sampledocuments](http://www.cmfa-ca.com/paceprogram/sampledocuments). A description of each document is as follows:

### 9.1 Financing Documents

The following individual documents are included in the Financing Documents:

#### 9.1.1 Application

To be submitted at the beginning of the process, used by the Program Administrator to determine eligibility and Approval Amount.

#### 9.1.2 Assessment Contract

A contract between the Property Owner(s) and Program to provide financing for approved Projects. The Assessment Contract specifies the terms and conditions that would be agreed to by a Property Owner and the CMFA. A form of Assessment Contract is attached as Exhibit C.

#### 9.1.3 Project Definition

A document describing the scope, products and costs of each Project being financed in the Assessment Contract.

#### 9.1.4 Right to Cancel

A document that allows the Property Owner to cancel an Assessment prior to start of construction, provided to the Property Owner(s) with the Assessment Contract, submitted with the Assessment contract acknowledging receipt, executed only if the Property Owner decides to cancel.

#### 9.1.5 Completion Certificate

A Document signed by the Contractor and Property Owner upon acceptable completion of each Project; submitted to the Program Administrator upon completion of each Project.

The Completion Certificate must be submitted with the following documents:

- A final invoice from all contractor(s)
- A Bill of Sale
- If required by the jurisdiction, a signed finalized permit from the appropriate city or county building department for all permitted Eligible Products
- If no building permits are required for any of that contractor's installed Eligible Products, the participating contractor's Business license for the city or county
- Conditional Lien Release

#### 9.2 Recording Documents

The following documents are recorded with the participating County as public record.

#### 9.2.1 Notice of Assessment

A notice to be sent with the next annual Property Tax statement sent by County revenue authorities to taxpayers detailing the amount of property tax they owe.

#### 9.2.2 Payment of Contractual Assessment Required

A notice to be sent to the Auditor-Controller-Treasurer-Tax Collector describing the assessment and Assessment Contract.

#### 9.3 Additional Documents

The Program Administrator may at its own discretion require additional documents for Program financing.

#### 9.4 Public Agency Official

The CMFA will, from time to time, authorize certain representatives to execute Assessment Contracts on its behalf. Each member of the Board of Directors of the CMFA is authorized to execute Assessment Contracts.

Address: California Municipal Finance Authority  
2111 Palomar Airport Road, Suite 320  
Carlsbad, CA 92011  
Phone: (760) 930-1333  
Email: pace@cmfa-ca.com

### 10 General Terms & Conditions

#### Agree to All Program Terms

By execution of the Financing Documents, each executing Property Owner certifies that they have read, understood and agreed to the terms of the Program as outlined in this Program Handbook in addition to the terms of the Assessment Contract. Property Owner also thereby certifies that the Property Owner(s), the property, and the products meet all Program eligibility requirements.

#### Property Owner Representations

By submitting an application the Property Owner represents that He or She:

- Is the legal Property Owner;
- Has the authority to install the approved products on the property;
- Has received a copy of this Program Handbook;



- Is authorizing the Program Administrator to obtain Credit information;

### Inspection

The Program and Program Administrators reserve the right to inspect any and all products financed by the Program at any time during installation or Term of the Assessment.

### Rebates and Incentives

Federal, state, or local laws or rebate programs may change at any time. The Program and Program Administrators are not liable for any loss of or change in a rebate or tax credit. Property Owners should consult with their tax advisors and/or accountants as to the applicability of any federal tax credits to their personal tax situation.

### Tax Matters

The Program and Program Administrators do not offer any tax advice or related services. Property Owners should consult with a qualified tax advisor or accountant on any tax matters including whether or not he or she recommends deductions of any part of the Contractual Assessment on tax returns.

### Program Administrator Policy and Procedures Handbook

In Addition to this Program Handbook, each Program Administrator will provide a Program Administrator Procedures Handbook to provide additional details and information about the Program and the Program Administrator, and to help Property Owners Apply for and receive financing.

### Fraudulent Activity

Any misrepresentations made to the Program or Program Administrator by a Property Owner or Contractor at any time is likely to cause the Property Owner and/or the Contractor to be terminated from the Program and may result in legal action.

## Renewable Energy Certificates

Renewable Energy Certificates (“RECs”) and all related green attributes associated with every Project that is financed by the Program are assigned to the Program Administrator for the length of the financing term.

## Marketing Guidelines

Use of any trademarks, logos or other branding collateral owned by the CMFA or its Program Administrators requires prior written approval.

## Collection & Use of Data

By submitting a Program application, Property Owner agrees that the Program Administrator may disclose his or her personal information to Program staff, and that the Program Administrator and Program staff may disclose that information to third parties when such disclosure is essential to the conduct of the Program Administrators’ or its member agencies’ business or to provide services to Property Owner, including, but not limited to, where such disclosure is necessary to (i) comply with the law, legal process or regulators, (ii) enable the Program Administrator or the Program staff or third parties to provide services to Property Owner and to otherwise perform their duties, and (iii) obtain and provide credit reporting information.

In order to receive funding for this Program and to enable communication regarding the State of California’s rebate program, Property Owner consents to the release of his or her name and contact information to the California Solar Initiative or the utility solar rebate program operated by the local Utility. Property Owner further agrees to the release of his or her name and contact information and the subject property’s utility usage data for twelve (12) months before installation of the improvements and throughout the financing term, from the local utility company to the Program Administrator, Program staff, its grantors, and its designated contractors for the purpose of conducting surveys and evaluating the Program and its impact. In addition, Property Owner understands that the CMFA is a public agency which, in certain circumstances, may have an obligation to release information under the California Public Records Act or pursuant to court order.

## No Endorsement

The Program and Program Administrator offer no endorsement of the Contractors, Products, or product claims of economic value, warranty, energy savings, safety or reliability of the products.

## Prepayments

Early pre-payment of the assessment may result in pre-payment penalties as set forth in the Assessment Contract.

## Defaults on Assessment Payments

After written notification, defaults in payment of assessments will result in the initiation of foreclosure proceedings.

## Releases and Indemnification

By submitting a Program application, Property Owner thereby acknowledges that the CMFA has established the Program solely for the purpose of assisting the Property Owners in the CMFA participating jurisdictions with the financing of approved products and that the CMFA, Program Administrators, its member agencies and Program staff, including their officers, directors, employees and agents, have no responsibility of any kind for, and shall have no liability of any kind arising out of, the installation, operation, financing, refinancing or maintenance of the products. Property Owner agrees that Property Owner and his or her successors in interest to the fee simple title in the subject property shall be solely responsible for the installation, operation, financing, refinancing or maintenance of the products. Participation in the Program does not in any way obligate the CMFA, Program Administrators, its member agencies and Program staff, including their officers, directors, employees and agents, to guarantee or ensure the performance of any products. Property Owner thereby acknowledges that the subject property will be responsible for payment of the contractual assessment regardless of whether the products are properly installed or operate as expected.

Property Owner also agrees to release, defend, indemnify, and hold harmless the CMFA, Program Administrators, its member agencies and Program staff, including their officers, directors, employees and agents, from and against any claims, actions, demands, costs, damages or lawsuits, including the payment of attorneys' fees and cost of court, arising out of or in any way connected with his

or her participation in this Program, including, without limitation, the installation, maintenance or repair of the products or compliance with any applicable federal, state or local laws.

#### Property Owner Is Responsible for Products, Permits and Inspections

The Property Owner is solely responsible for all products installed on his or her property, including the selection of any contractor(s), energy auditor(s), or equipment, including manufacturers. Any performance related issues are the responsibility of the Property Owner and the Property Owner's contractor(s). Neither the CMFA, Program staff, including their officers, directors, employees and agents nor the Program Administrator is responsible for the performance of the products. ***The CMFA and the Program Administrators disclaim any express or implied warranty of merchantability or fitness for a particular purpose in connection with the Property Owner's purchase or installation of any Product under the Program.***

Completion of all city and county permitting and inspections are the responsibility of the Property Owner. The Program Administrator will require a copy of the final approved permit to submit a Completion Certificate.

#### Dispute Resolution

##### Signed Assessment Contract:

The parties who have signed an Assessment Contract for the Program shall attempt in good faith to promptly resolve any dispute arising out of or relating to any Assessment Contract under the Program by negotiations between the Program Administrator or his or her designated representative and the Property Owner. Either party must give the other party or parties written notice (sent by certified mail) of any dispute. Within thirty (30) calendar days after delivery of the notice, the Program Administrator, and the Property Owner shall meet at a mutually acceptable time and place, and shall attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, any party may pursue other remedies, including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, and Section 1152.5 is incorporated herein by reference. Each party is required to continue to perform

its obligations under the Assessment Contract pending final resolution of any dispute arising out of or relating to the Assessment Contract. If a meeting and mediation is unsuccessful, the matter will be submitted to arbitration. The parties will mutually select an arbitrator. The arbitration will be decided using so-called “baseball arbitration” or “best last offer” where the arbitrator may only choose one of the final two offers.

#### No Signed Assessment Contract:

Property Owners who wish to dispute decision(s) made by the Program or Program Administrator, but who have not signed a formal Assessment Contract, shall use a similar process. Written notice must be sent by certified mail to the Program Administrator at the Address indicated in the Contact section of this Program Handbook. The notice must identify the issue(s) for resolution, the circumstances that surround the issue(s), the section in the Handbook that the issue(s) pertain(s) to, and a timeline of events. Within thirty (30) calendar days after delivery of the notice, the Program Administrator with the Property Owner, and shall attempt to resolve the dispute. The Program Administrator shall render a written decision in 30 calendar days and send that decision to the Property Owner. The decision of the Program Administrator is final.

## 11 Definitions

### Application Date

The Date that a Program Administrator receives an Application for financing.

### Closing Date

The Date that a fully executed Completion Certificate is submitted to the Program Administrator.

### Recording Date

The Date that the recordation of the Recording Documents is confirmed by the County.

### Bond Issuance Date

The Date of issuance for the Bond secured by the Assessment.

### First Payment Date

The date that the first payment is due for an Assessment.

### Program Administrator

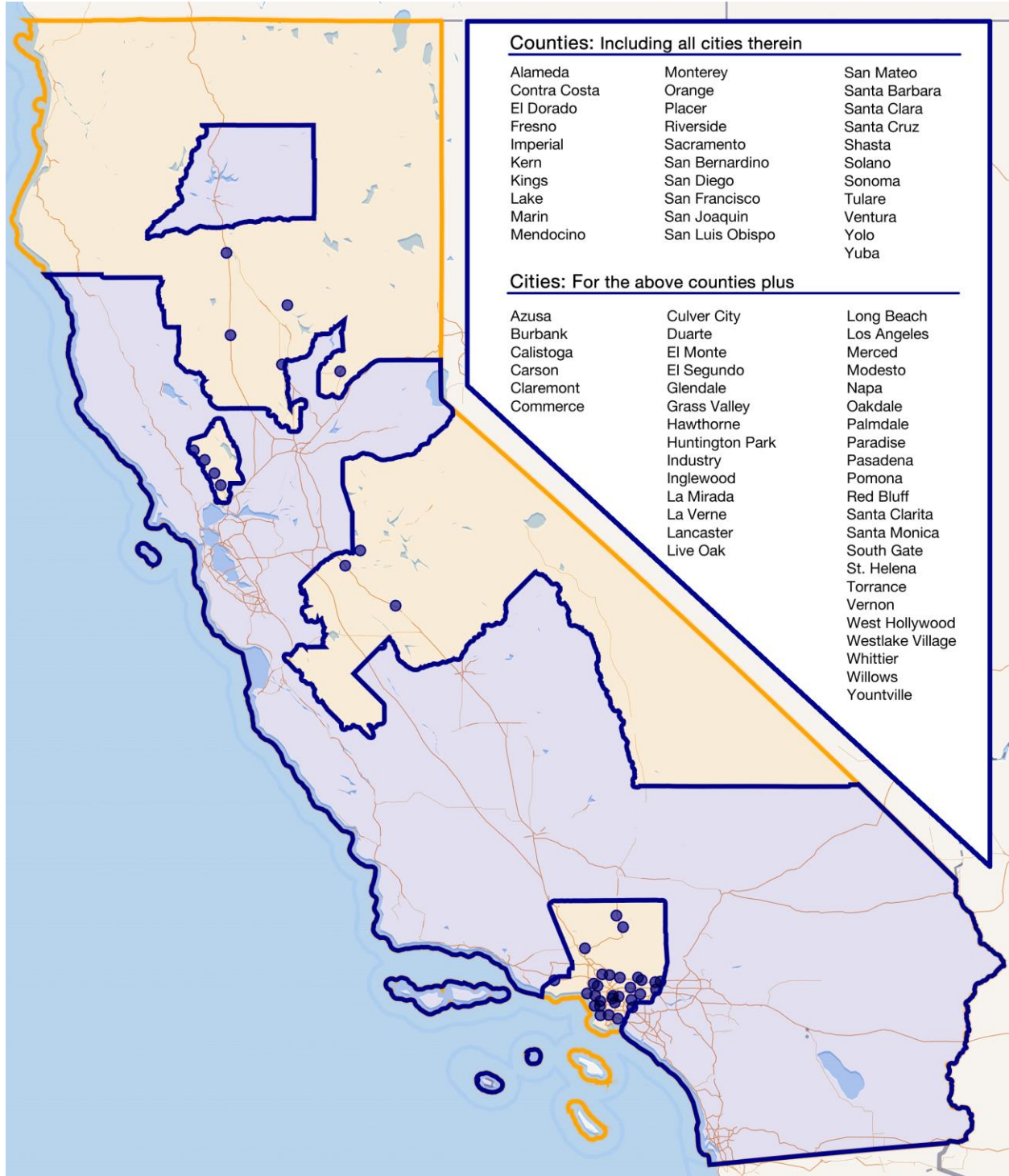
The Program Administrators are responsible for administration of the Program and management of the process to ensure that Assessments are made according to Program eligibility requirements. There are currently two Program Administrators: Energy Efficient Equity and PACE Funding Group.

### Property Owner

A Property Owner is the owner of record as determined by the official County records. A property may be a person or entity. In the case of entity ownership, Property Owner may also be used to describe a required signatory for the Financing Documents.

# EXHIBIT A

## CMFA Boundary Map



# EXHIBIT B

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## Initial Product Eligibility Guidelines

### 1 Renewable & Alternative Energy Products

#### 1.1 Solar Photovoltaic

Product Type	Eligibility Specifications
Solar Panel	<ol style="list-style-type: none"><li>1. Products must be in compliance with CA-SB1 guidelines.</li><li>2. Installation Contractor must have the correct CSLB licensure to install solar systems.</li><li>3. System must be grid connected unless the property is not currently connected to the grid.</li><li>4. Installed per manufacturer specifications.</li></ol>
Solar Inverter	<ol style="list-style-type: none"><li>1. Products must be in compliance with CA-SB1 guidelines.</li><li>2. Installation Contractor must have the correct CSLB licensure to install solar systems.</li><li>3. System must be grid connected unless the property is not currently connected to the grid.</li><li>4. Installed per manufacturer specifications.</li></ol>

#### 1.2 Solar Thermal

Product Type	Eligibility Specifications
Solar Water Heating	<ol style="list-style-type: none"><li>1. System must have the OG-300 System Certification by the Solar Rating and Certification Corporation (SRCC).</li><li>2. System Solar Fraction (SF) must be <math>\geq 0.5</math>.</li><li>3. Installed per manufacturer specifications.</li></ol>
Solar Pool Heating	<ol style="list-style-type: none"><li>1. Product must have the OG-100 Collector Certification by the Solar Rating and Certification Corporation (SRCC).</li><li>2. Installed per manufacturer specs.</li></ol>



### 1.3 Alternative Energy

Product Type	Eligibility Specifications
Small Wind Turbine	<ol style="list-style-type: none"><li>1. Product must be certified by the Small Wind Certification Council as meeting the requirements of the AWEA Small Wind Turbine Performance and Safety Standard (9.1-2009).</li><li>2. Product must be grid connected unless the property is not currently connected to the grid.</li><li>3. Installed per manufacturer specs.</li></ol>
Advanced Energy Storage System	<ol style="list-style-type: none"><li>1. System must meet the eligibility requirements outlined in the current California Self-Generation Incentive Program (SGIP) Handbook.</li><li>2. System must be tied to a program eligible Solar PV system.</li><li>3. System must be grid connected unless the property is not currently connected to the grid.</li><li>4. Installed per manufacturer specs.</li></ol>
Electric Vehicle Charging Station	<ol style="list-style-type: none"><li>1. Product must be certified as meeting the UL Subject 2594 Standard Testing for Charging Stations.</li><li>2. Product must be a Level 2 charger with SAE J1772 standard charging plug.</li><li>3. Installed per manufacturer specs.</li></ol>
Stationary Fuel Cell Power System	<ol style="list-style-type: none"><li>1. System must be certified as meeting the ANSI/CSA America FC1 standard.</li><li>2. Installed per manufacturer specs.</li></ol>

### 1.4 Cogeneration

Product Type	Eligibility Specifications
Micro turbine	<ol style="list-style-type: none"><li>1. P.U. Code 216.6</li><li>2. Installed per manufacturer specs.</li></ol>
Internal Combustion Engine	<ol style="list-style-type: none"><li>1. P.U. Code 216.6</li><li>2. Installed per manufacturer specs.</li></ol>
Fuel Cell	<ol style="list-style-type: none"><li>1. P.U. Code 216.6</li><li>2. Installed per manufacturer specs.</li></ol>

## 2 Energy Efficiency Products

### 2.1 High-Efficiency Heating Ventilation and Air Conditioning (HVAC)

Product Type	Eligibility Specifications
Air-Source Heat Pump	<ol style="list-style-type: none"><li>1. Product must be AHRI Certified.</li><li>2. Product must be ENERGY STAR Certified:<ol style="list-style-type: none"><li>a. Split: SEER <math>\geq</math> 14.5 and EER <math>\geq</math> 12 and HSPF <math>\geq</math> 8.2.</li><li>b. Package: SEER <math>\geq</math> 14 and EER <math>\geq</math> 11 and HSPF <math>\geq</math> 8.0.</li></ol></li><li>3. Installed per manufacturer specs.</li></ol>
Central Air Conditioner	<ol style="list-style-type: none"><li>1. Product must be AHRI Certified</li><li>2. Product must be ENERGY STAR Certified:<ol style="list-style-type: none"><li>a. Split: SEER <math>\geq</math> 14.5 and EER <math>\geq</math> 12.</li><li>b. Package: SEER <math>\geq</math> 14 and <math>\geq</math> EER 11.</li></ol></li><li>3. Installed per manufacturer specs.</li></ol>
Furnace	<ol style="list-style-type: none"><li>1. Product must be AHRI Certified</li><li>2. Product must be ENERGY STAR Certified: AFUE <math>\geq</math> 90%.</li><li>3. Installed per manufacturer specs.</li></ol>
Evaporative Cooler	<ol style="list-style-type: none"><li>1. Product must be listed in California Energy Commission Appliance Efficiency Database.</li><li>2. Must be permanently installed through wall or on the roof; window installed product is not eligible.</li><li>3. Installed per manufacturer specs.</li></ol>
Boiler	<ol style="list-style-type: none"><li>1. Product must be AHRI Certified.</li><li>2. Product must be ENERGY STAR Certified: AFUE <math>\geq</math> 85%.</li><li>3. Installed per manufacturer specs.</li></ol>
Geothermal Heat Pump	<ol style="list-style-type: none"><li>1. 1. Product must be ENERGY STAR Certified:<ol style="list-style-type: none"><li>a. Closed Loop Water-to-Air: <math>\geq</math> 14.1 EER and <math>\geq</math> 3.3 COP</li><li>b. Open Loop Water-to-Air: <math>\geq</math> 16.2 EER and <math>\geq</math> 3.6 COP</li><li>c. Closed Loop Water-to-Water: <math>\geq</math> 15.1 EER and <math>\geq</math> 3.0 COP</li><li>d. Open Loop Water-to-Water: <math>\geq</math> 19.1 EER and <math>\geq</math> 3.4 COP</li><li>e. DGX: <math>\geq</math> 15.0 EER and <math>\geq</math> 3.5 COP</li></ol></li><li>2. Installed per manufacturer specs.</li></ol>

Hydronic Radiant Heating	<ol style="list-style-type: none"> <li>1. System must be powered by a high- efficiency heating source.</li> <li>2. Installed per manufacturer specs.</li> </ol>
Mini-Split Air Conditioner	<ol style="list-style-type: none"> <li>1. Product must be AHRI certified.</li> <li>2. Efficiency: <math>\geq 15</math> SEER.</li> <li>3. Installed per manufacturer specs.</li> </ol>
Mini-Split Heat Pump	<ol style="list-style-type: none"> <li>1. Product must be AHRI certified.</li> <li>2. Efficiency: <math>\geq 15</math> SEER and HSPF <math>\geq 8.2</math>.</li> <li>3. Installed per manufacturer specs.</li> </ol>
Biomass / Wood Stove	<ol style="list-style-type: none"> <li>1. Product must be certified and listed on the EPA Certified Wood Stoves list.</li> <li>2. Installed per manufacturer specs.</li> </ol>
Duct Replacement	<ol style="list-style-type: none"> <li>1. Duct system leakage: <ol style="list-style-type: none"> <li>a. Partial Replacement: <math>\leq 15\%</math> total system nominal flow</li> <li>b. Full Replacement: <math>\leq 6\%</math> total system nominal flow</li> </ol> </li> <li>2. Duct Insulation R-Value <math>\geq R-6</math>.</li> <li>3. Installed per Title 24, Part 6.</li> </ol>
Heat/Energy Recovery Ventilator	<ol style="list-style-type: none"> <li>1. Product must be certified by the Home Ventilation Institute (HVI).</li> <li>2. Installed per manufacturer specs.</li> </ol>
Exhaust Ventilation Fixture	<ol style="list-style-type: none"> <li>1. Product must be ENERGY STAR Certified.</li> <li>2. Installed per manufacturer specs.</li> </ol>
Whole House Fan	<ol style="list-style-type: none"> <li>1. Product must be listed in California Energy Commission Appliance Efficiency Database.</li> <li>2. Installed per manufacturer specs.</li> </ol>
Attic Ventilation Fixture	<ol style="list-style-type: none"> <li>1. Product must have thermostat control.</li> <li>2. Installed per manufacturer specs.</li> </ol>
Ceiling Fan	<ol style="list-style-type: none"> <li>1. Product must be ENERGY STAR Certified.</li> <li>2. Installed per manufacturer specs.</li> </ol>

## 2.2 Windows Doors and Skylights

Product Type	Eligibility Specifications
Window	<ol style="list-style-type: none"> <li>Product must be Energy Star or NFRC Certified: <ol style="list-style-type: none"> <li>U-Factor <math>\leq 0.32</math> and SHGC <math>\leq 0.30</math>.</li> </ol> </li> <li>Installed per manufacturer specs.</li> <li>Product must meet Title 24 requirements.</li> </ol>
Door	<ol style="list-style-type: none"> <li>Product must be Energy Star or NFRC Certified: <ol style="list-style-type: none"> <li>Opaque: U-Factor <math>\leq 0.21</math> and SHGC = Any</li> <li><math>\leq 1/2</math>-Lite: U <math>\leq 0.27</math> and SHGC <math>\leq 0.30</math></li> <li><math>&gt; 1/2</math>-Lite: U <math>\leq 0.32</math> and SHGC <math>\leq 0.30</math></li> </ol> </li> <li>Installed per manufacturer specs.</li> </ol>
Skylights and Tubular Day Lighting Device	<ol style="list-style-type: none"> <li>Product must be Energy Star or NFRC Certified: U-Factor <math>\leq 0.55</math> and SHGC <math>\leq 0.30</math></li> <li>Installed per manufacturer specs.</li> </ol>
Applied Window Film	<ol style="list-style-type: none"> <li>Product must be NFRC Certified.</li> <li>Installed per manufacturer specs.</li> </ol>
Exterior Window Shading Device	<ol style="list-style-type: none"> <li>Product must be permanently secured to the property with attachments or fasteners that are not intended for removal.</li> <li>Product must be installed to provide shading to at least one window or door.</li> <li>Other exterior structural products including, but not limited to, sunroom enclosures, exterior decks, balconies, roof overhangs, detached/free-standing arbors, detached/free-standing pergolas, and/or carports are <u>NOT</u> eligible.</li> <li>Interior window shading products including, but not limited to, blinds, shutters, shades, or curtains are <u>NOT</u> eligible.</li> <li>Installed per manufacturer specs.</li> </ol>

## 2.3 Building Envelope

Product Type	Eligibility Specifications
Cool Wall Coating	<ol style="list-style-type: none"> <li>Product must have solar reflectance <math>\geq 0.5</math> as tested by recognized third-party laboratory to ASTM C1549-09 standard.</li> <li>Installed per manufacturer specs.</li> </ol>
Cool Roof - Prescriptive	<ol style="list-style-type: none"> <li>Product must be ENERGY STAR Qualified: <ol style="list-style-type: none"> <li>Low-Slope Roofs: <math>\geq 0.5</math> Aged (3 yrs.) Solar Reflectance</li> <li>Steep-Slope Roof: <math>\geq 0.15</math> Aged Solar Reflectance</li> </ol> </li> <li>Product must meet Title 24, Part 6.</li> <li>Installed per manufacturer specs.</li> </ol>
Cool Roof - Performance	<ol style="list-style-type: none"> <li>If ENERGY STAR Qualified roofing product is not specified, one of the following cool roof performance measures must also be implemented: <ol style="list-style-type: none"> <li>Install <math>\geq 1"</math> Air-space between the top of the roof deck to the bottom of the roofing product.</li> <li>Insulate attic floor to R-value <math>\geq 38</math>.</li> <li>Seal &amp; Insulate attic HVAC duct work to R-8 and <math>\leq 6\%</math> leakage.</li> <li>Install an eligible radiant barrier.</li> <li>Insulate roof deck to R-value <math>\geq 4</math>.</li> <li>Install roof construction with thermal mass over a membrane with a weight of at least 25 lb/ft<sup>2</sup>.</li> </ol> </li> <li>Project must comply with CA Title 24 Part 6. Project stakeholder is fully and solely responsible to meet any such additional requirements.</li> </ol>
Attic Insulation	<ol style="list-style-type: none"> <li>R-value <math>\geq 38</math>.</li> <li>Installed per manufacturer specs.</li> </ol>
Wall Insulation	<ol style="list-style-type: none"> <li>R-value <math>\geq 13</math> to full framing cavity depth.</li> <li>Installed per manufacturer specs.</li> </ol>
Under-Floor Insulation	<ol style="list-style-type: none"> <li>R-value <math>\geq 19</math> to full joist depth.</li> <li>Installed per manufacturer specs.</li> </ol>
Radiant Barrier	<ol style="list-style-type: none"> <li>Emissivity <math>\leq 0.1</math> and Reflectivity <math>\geq 0.9</math>.</li> <li>Installed per manufacturer specs.</li> </ol>
Air Sealing	<ol style="list-style-type: none"> <li>Performed to BPI, ENERGY STAR or ASHRAE 62.2 guidelines.</li> </ol>

## 2.4 High Efficiency Water Heating

Product Type	Eligibility Specifications
Gas Storage Water Heater	<ol style="list-style-type: none"><li>1. Product must be ENERGY STAR Certified.</li><li>2. <math>EF \geq 0.67</math>.</li><li>3. Installed per manufacturer specs.</li></ol>
Electric Heat Pump Storage Water Heater	<ol style="list-style-type: none"><li>1. Product must be ENERGY STAR Certified.</li><li>2. <math>EF \geq 2.0</math>.</li><li>3. Installed per manufacturer specs.</li></ol>
Gas Tankless Water Heater	<ol style="list-style-type: none"><li>1. Product must be ENERGY STAR Certified.</li><li>2. <math>EF \geq 0.82</math>.</li><li>3. Installed per manufacturer specs.</li></ol>

## 2.5 High Efficiency Pool Equipment

Product Type	Eligibility Specifications
Pool Pump and Motor	<ol style="list-style-type: none"><li>1. Product must be ENERGY STAR Certified:<ol style="list-style-type: none"><li>a. Single Speed Pump: <math>EF \geq 3.8</math> for single speed</li><li>b. Multi/Variable Speed/Flow: <math>EF \geq 3.8</math> for most efficient speed.</li></ol></li><li>2. Installed per manufacturer specs.</li></ol>
Electric Heat Pump Pool Heater	<ol style="list-style-type: none"><li>1. Product must be listed in California Energy Commission Appliance Efficiency Database.</li><li>2. <math>COP \geq 4.5</math>.</li><li>3. Installed per manufacturer specs.</li></ol>
Gas Pool Heater	<ol style="list-style-type: none"><li>1. Product must be listed in California Energy Commission Appliance Efficiency Database.</li><li>2. Thermal Efficiency <math>\geq 83\%</math>.</li><li>3. Installed per manufacturer specs.</li></ol>
Automatic Pool Cover	<ol style="list-style-type: none"><li>1. Product must be an automatic pool cover UL certified as meeting ASTM F1346 Standard Performance Specification.</li><li>2. Product must be permanently installed on an existing swimming pool.</li><li>3. Installed per manufacturer specs.</li><li>4. Manual swimming pool covers are not eligible.</li></ol>

## 2.6 High Efficiency Lighting

Product Type	Eligibility Specifications
Indoor Lighting Fixture	<ol style="list-style-type: none"><li>1. Product must be ENERGY STAR Certified and meet Title 24, Part 6 requirements.</li><li>2. Product must be permanently installed.</li><li>3. Installed per manufacturer specs.</li></ol>
Outdoor Lighting Fixture	<ol style="list-style-type: none"><li>1. Product must be ENERGY STAR Certified and meet Title 24, Part 6 requirements.</li><li>2. Product must be permanently installed.</li><li>3. Installed per manufacturer specs.</li></ol>
Lighting Control	<ol style="list-style-type: none"><li>1. Product must be listed in the California Energy Commission Appliance Efficiency Database.</li><li>2. Eligible control types include:<ol style="list-style-type: none"><li>a. Automatic Time-Switch</li><li>b. Daylight/Photo- Sensor</li><li>c. Dimmer</li><li>d. Occupant/Motion/Vacancy Sensor</li></ol></li><li>3. Install per manufacturer specs.</li></ol>

## 2.7 Indoor Water Efficiency

Product Type	Eligibility Specifications
High-Efficiency Toilet Fixture	<ol style="list-style-type: none"><li>1. Product must be listed in the CEC Appliance Efficiency Database.</li><li>2. Toilet and urinals fixtures are eligible.</li><li>3. Flow rate <math>\leq</math> 1.28 GPF.</li><li>4. Installed per manufacturer specs.</li></ol>
High-Efficiency Faucet Fitting	<ol style="list-style-type: none"><li>1. Flow rate <math>\leq</math> 1.5 GPM.</li><li>2. Must be permanently installed.</li><li>3. Installed per manufacturer specs.</li></ol>
High-Efficiency Showerhead	<ol style="list-style-type: none"><li>1. Flow <math>\leq</math> 2.0 GPM.</li><li>2. Installed per manufacturer specs.</li></ol>

Hot Water Delivery System	<ol style="list-style-type: none"> <li>1. System meets the definition of one of the following water delivery options: <ol style="list-style-type: none"> <li>a. Dedicated Recirculation Line</li> <li>b. Whole House Manifold System</li> <li>c. Demand-initiated Recirculating System</li> <li>d. Core Plumbing System</li> </ol> </li> <li>2. Installed per manufacturer specs.</li> </ol>
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## 2.8 Outdoor Water Efficiency

Product Type	Eligibility Specifications
High-Efficiency Sprinkler Nozzle	<ol style="list-style-type: none"> <li>1. Product must be on SoCal Water Smart Qualified Sprinkler Nozzle product list.</li> <li>2. Installed per manufacturer specs.</li> </ol>
Weather-Based Irrigation Controller	<ol style="list-style-type: none"> <li>1. Product must be WaterSense Qualified.</li> <li>2. Installed per manufacturer specs.</li> </ol>
Drip Irrigation	<ol style="list-style-type: none"> <li>1. Product installed be installed in turf, garden, planter, or flower bed area.</li> <li>2. Installed per manufacturer specs.</li> </ol>
Rainwater Catchment System	<ol style="list-style-type: none"> <li>1. Sized to hold <math>\geq 50</math> gallons at one time.</li> <li>2. Must be permanently installed.</li> <li>3. Installed per manufacturer specs.</li> </ol>
Gray Water System	<ol style="list-style-type: none"> <li>1. System must meet California Plumbing Code, Chapter 16A.</li> <li>2. Product must comply with local code and permitting requirements.</li> <li>3. Eligible system types include: <ol style="list-style-type: none"> <li>a. Single-Fixture</li> <li>b. Multi-Fixture Simple (<math>\leq 250</math> GPD)</li> <li>c. Multi-Fixture Complex (<math>&gt; 250</math> GPD)</li> </ol> </li> <li>4. Installed per manufacturer specs.</li> </ol>



Artificial Turf	<ol style="list-style-type: none"> <li>1. Product must be water and air permeable.</li> <li>2. Product must be non-toxic and lead free.</li> <li>3. Product must be recyclable.</li> <li>4. Product installation must carry <math>\geq 10</math> year warranty.</li> <li>5. Installed per manufacturer specs.</li> </ol>
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### 3 Seismic Improvements

Product Type	Eligibility Specifications
Seismic Improvements	<ol style="list-style-type: none"> <li>1. Retrofitting or Reconstruction Products to Abate falling hazards</li> <li>2. Structural Strengthening</li> <li>3. Improvements resisting seismic force levels</li> <li>4. Improvements providing safe entry and exit</li> </ol>

# EXHIBIT C

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Form of Assessment Contract

**CALIFORNIA MUNICIPAL FINANCE AUTHORITY  
PACE PROGRAM**

**ASSESSMENT CONTRACT**

**THIS ASSESSMENT CONTRACT** (this “Contract”), dated as of \_\_\_\_, 20\_\_, is by and between the California Municipal Finance Authority (the “Authority”), and the owner[s] of record, \_\_\_\_\_ (the “Property Owner”) of the fee interest in the real property described on Exhibit A (the “Property”).

**RECITALS**

**WHEREAS**, the Authority is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California;

**WHEREAS**, the Authority has established the CMFA PACE Program (the “Program”) to allow the financing or refinancing of certain distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, electric vehicle charging infrastructure and such other work, infrastructure or improvements as may be authorized by law from time to time that are permanently fixed to real property (the “Authorized Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the California Streets & Highways Code (“Chapter 29”) and the issuance of improvement bonds under the Improvement Bond Act of 1915 (California Streets and Highways Code Section 8500 and following) (the “1915 Act”) upon the security of the unpaid contractual assessments;

**WHEREAS**, Chapter 29 provides that assessments may be levied under the provisions thereof only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied pursuant to a contract between the property owner and the public agency;

**WHEREAS**, the Authority has conducted the proceedings required by Chapter 29 with respect to the territory within the boundaries of the City or County identified in Exhibit A (the “Participating Entity”);

**WHEREAS**, the Authority has appointed \_\_\_\_\_, as a program administrator (together with any successors thereto, the “Program Administrator”) for the Program as it pertains to this Contract;

**WHEREAS**, the Property is located in the boundaries of the Participating Entity, and the Participating Entity has consented to (a) owners of property within its jurisdiction (the “Participating Property Owners”) participating in the Program and (b) the Authority conducting assessment proceedings under Chapter 29 and issuing bonds under the 1915 Act to finance or refinance the Authorized Improvements; and

**WHEREAS**, pursuant to Chapter 29, the Authority and the Property Owner desire to enter into this Contract, pursuant to which the Property Owner will agree to pay an assessment in order to finance or refinance the installation of the Authorized Improvements described in

Exhibit A (the “Improvements”) and the Authority will agree to provide financing, all on the terms set forth in this Contract;

**NOW, THEREFORE**, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and the Authority formally covenant, agree and bind themselves and their successors and assigns as follows:

## **AGREEMENT**

**Section 1. Purpose.** The Property Owner and the Authority are entering into this Contract for the purpose of financing or refinancing the installation of the Improvements identified on Exhibit A.

**Section 2. The Property.** This Contract relates to the Property, which is described on Exhibit A. The Property Owner has provided to the Authority sufficient evidence that the Property Owner is the owner of the fee interest in the Property and possesses all legal authority necessary to execute this Contract.

**Section 3. Assessment; Bonds; Installment; Prepayment; Collection.** (a) *The Assessment.* The Property Owner hereby freely and willingly agrees that an assessment in the amount specified in Exhibit B (the “Assessment”) shall be levied by the Authority on the Property pursuant to Chapter 29. The amount of the Assessment shall be the amount specified in Exhibit B, which includes an amount to pay the costs of the Improvements, an amount to pay incidental expenses and, if so specified in Exhibit B, an amount for capitalized interest on bonds to be issued. The Property Owner acknowledges and agrees that the amount of the Assessment does not exceed the special benefit conferred on the Property by the installation of the Improvements thereon.

(b) *Bonds.* The Authority hereby determines that serial bonds, term bonds or both (the “Bonds”) shall be issued as provided in the 1915 Act to represent and be secured by the Assessment to pay the cost of the Improvements. The per annum interest rate born by the Bonds shall not exceed the Maximum Interest Rate specified in Exhibit B. The final maturity date of the Bonds shall be no later than the Final Maturity Date specified in Exhibit B.

(c) *Interest; Assessment Installments.* Interest on the Assessment shall begin to run from the date of the Bonds and shall be computed at the rate specified in the Bonds. The unpaid Assessment shall be payable in annual installments corresponding in number and in the pro rata share of the proportionate amount to the number of installments and principal amount of Bonds maturing or becoming subject to mandatory prior redemption in each year. An annual proportion of the Assessment shall be payable in each fiscal year preceding the date of maturity or mandatory prior redemption date of each of the Bonds, sufficient to pay the pro rata share of the Bonds when due.

(d) *Collection.* The annual proportion of the Assessment coming due in any year, together with the annual interest thereon, shall be payable in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

(e) *Administrative Expenses.* In addition to the annual installment of the Assessment described in subsection (c) of this Section, the Authority shall, in accordance with and subject to the limitations contained in Section 8682 and Section 8682.1 of the 1915 Act, add thereto amounts to in order to pay for the costs of collecting the Assessment, the annual administration of the Assessment, the annual administration of the Bonds and other administrative costs (the “Annual Assessment Administrative Fee”).

(f) *Prepayment of the Assessment.* The Assessment may be prepaid, in whole [or in any amount of at least \$[5,000]], at any time upon the payment of (i) the amount of any delinquent installments of principal or interest on the Assessment, together with penalties accrued to the date of prepayment, plus (ii) the whole or, subject to the minimum amount set forth in this subsection, a portion of the unpaid non-delinquent principal of the Assessment (the “Assessment Prepayment Amount”), plus (iii) interest on the Assessment Prepayment Amount to the earlier of March 2 or September 2 occurring at least 50 days following the date the prepayment is made, plus (iv) an amount equal to the redemption premium, if any, necessary to redeem the principal amount of Bonds corresponding to the amount of the Assessment Prepayment Amount, plus (v) a reasonable fee, if charged by the Authority or Program Administrator, for the cost of administering the prepayment and the redemption of bonds.

(g) *No Reduction or Offset.* The Property Owner hereby acknowledges and agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the Improvements fail to perform in any way or for any reason.

**Section 4. Lien; Foreclosure.** (a) *Lien.* The Assessment, and each installment thereof and the interest and penalties thereon shall constitute a lien against the Property until they are paid, which lien shall be coequal to and independent of the lien for general taxes.

(b) *Foreclosure.* The Property Owner acknowledges and agrees that if any Assessment installment is not paid when due, the Authority has the right to have such delinquent installment and its associated penalties and interest stripped off the secured property tax roll and immediately enforced through a judicial foreclosure action that could result in a sale of the Property for the payment of the delinquent installments, associated penalties and interest, and all costs of suit, including attorneys’ fees. The Property Owner acknowledges that the Authority may obligate itself, through a covenant with the owners of the Bonds, to exercise its judicial foreclosure rights with respect to delinquent Assessment installments under circumstances specified in such covenant.

**Section 5. Financing or Refinancing of the Improvements.** The parties hereby agree that the net proceeds of the Bonds allocable to the Assessment shall be used to finance or refinance the Improvements. Such financing or refinancing may be structured through a power purchase agreement or lease, the payments under which may be prepaid in whole or in part, subject to the requirements of Chapter 29.

**Section 6. Term; Contract Runs with the Land; Division.** (a) Except as otherwise set forth in this Contract, this Contract shall expire upon the final payment or prepayment of the Assessment.

(b) This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land pursuant to Civil Code Section 1462.

(c) The obligation to pay the Assessment is an obligation of the Property and no agreement or action of the Property Owner shall be competent to impair in any way the Authority's rights, including, but not limited to, the right to pursue judicial foreclosure of the Assessment lien or the right to enforce the collection of the Assessment or any installment thereof against the Property.

(d) In the event the Property is divided while the Assessment remains unpaid, the unpaid installments of the Assessment shall be segregated and apportioned in accordance with the benefits to the original lot or parcel plus costs and fees of making the apportionment.

**Section 7. Recordation of Documents.** The Authority shall record or cause to be recorded in the office of the County Recorder the various notices and other documents required by Chapter 29 and other applicable laws to be recorded against the Property.

**Section 8. Notice.** To the extent required by applicable Law, the Property Owner shall provide written notice to any subsequent purchaser of the Property, or a portion thereof, of the obligation to pay the Assessment.

**Section 9. Waivers, Acknowledgment and Contract.** (a) Since the Assessment is voluntary and imposed, in accordance with Chapter 29, pursuant to this Contract, the Property Owner hereby waives any otherwise applicable requirements of Article XIII D of the California Constitution, or any other provision of California law, for an engineer's report, notice, public hearing, protest or ballot.

(b) The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Authority undertaken in connection with the Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner hereby acknowledges that the Property will be responsible for payment of the Assessment regardless of whether the Improvements are properly installed, operated, maintained or perform as expected.

(c) The Property Owner hereby agrees that the Authority is entering into this Contract solely for the purpose of assisting the Property Owner with the financing or refinancing of the installation of the Improvements, and that neither the Authority nor the Participating Entity has any responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing, maintenance or performance of the Improvements. The Property Owner hereby waives the right to recover from and fully and irrevocably releases the Authority, the Participating Entity and any and all agents, employees, program administrators, attorneys, representatives and successors and assigns of the Authority and the Participating Entity from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Contract that the

Property Owner may now have or hereafter acquire against the Authority, the Participating Entity and any and all agents, employees, program administrators, attorneys, representatives and successors and assigns of the Authority or the Participating Entity.

(d) To the extent that the foregoing waivers and agreements are subject to Section 1542 of the California Civil Code or similar provisions of other applicable law, it is the intention of the Property Owner that the foregoing waivers and agreements will be effective as a bar to any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), of whatever character, nature and kind, known or unknown, suspected or unsuspected, and Property Owner agrees to waive any and all rights and benefits conferred upon the Property Owner by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. Section 1542 reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Property Owner 1 Initials: _____	Property Owner 3 Initials: _____
Property Owner 2 Initials: _____	Property Owner 4 Initials: _____

(e) The waivers, releases and agreements set forth in this Section shall survive termination of this Contract.

**Section 10. Indemnification.** (a) The Property Owner agrees to indemnify, defend, protect, and hold harmless the Authority, the Participating Entity and any and all agents, employees, program administrators, attorneys, representatives and successors and assigns of the Authority or the Participating Entity, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with (i) the Property Owner's participation in the Program, (ii) the Assessment, (iii) the Improvements, or (iv) any other fact, circumstance or event related to the subject matter of this Contract, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Contract.

(b) The provisions of this Section shall survive the termination of this Contract.

**Section 11. Right to Inspect Property.** The Property Owner hereby grants the Authority, its agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further hereby grants the Authority, its agents and representatives the right to examine and copy any documentation relating to the Improvements.

**Section 12. Carbon Credits.** The Property Owner hereby agrees that any carbon credits attributable to the Improvements shall be owned by the Authority or its assignees.

**Section 13. Program Application.** The Property Owner hereby represents and warrants to the Authority that the information set forth in the Program Application submitted to the Authority in connection with its request for financing is true and correct as of the date hereof, and that the representations set forth in the Program Application with respect to the Property and the Property Owner are true and correct as of the date hereof as if made on the date hereof.

**Section 14. Amendment.** This Contract may be modified or amended only by the written agreement of the Authority and the Property Owner.

**Section 15. Binding Effect; Assignment.** This Contract inures to the benefit of and is binding upon the Authority, the Property Owner and their respective successors and assigns. The Authority has the right to assign any or all of its rights and obligations under this Contract without the consent of the Property Owner. The Authority intends to delegate certain of its functions under this Contract to the Program Administrator and may pledge and assign this Contract to a trustee as security for the Bonds.

**Section 16. Exhibits.** Exhibits A and B attached to this Contract are incorporated into this Contract by this reference as if set forth in their entirety in this Contract.

**Section 17. Severability.** If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Contract.

**Section 18. Corrective Instruments.** The Authority and the Property Owner shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Contract.

**Section 19. Governing Law: Venue.** This Contract shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and performed in the State of California. This Contract shall be enforceable in the State of California, and any action arising hereunder shall (unless waived by the Authority in writing) be filed and maintained in the Superior Court of California, County of San Diego; provided, however, that actions to foreclose delinquent installments of the Assessment shall be filed and maintained in the Superior Court of California in the County identified in Exhibit A.

**Section 20. Counterparts.** This Contract may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.



**Section 21. Monitoring and Recording of Telephone Calls.** The Program may monitor and/or record telephone calls for security and customer service purposes. By agreeing to this Contract the Property Owner agrees to have his, her or its telephone calls with the Program recorded.

**Section 22. Electronic Signatures.** (a) The parties hereto acknowledge and agree that this Contract may be executed by one or more electronic means (“Electronic Signatures”). Each party hereto agrees that Electronic Signatures provided by such party shall constitute effective execution and delivery of this Contract by such party to all other parties to or relying on this Contract. Each party hereto agrees that Electronic Signatures shall constitute complete and satisfactory evidence of the intent of such party to be bound by those signatures and by the terms and conditions of this Contract as signed. Each party hereto agrees that Electronic Signatures shall be deemed to be original signatures for all purposes.

(b) Each party hereto agrees to accept Electronic Signatures provided by any and all other parties to this Contract as (i) full and sufficient intent by such parties to be bound hereunder, (ii) effective execution and delivery of this Contract, and (iii) constituting this Contract an original for all purposes, without the necessity for any manually signed copies to be provided, maintained or to exist for back up or for any other purpose.

(c) If Electronic Signatures are used to execute this Contract, each party hereto hereby accepts the terms of, and intends and does sign, this Contract by its Electronic Signature hereto.

**Section 23. Contract Documents.** (a) The Property Owner acknowledges and agrees that the entire agreement between Property Owner and the Authority includes each and every document specified in the List of Documents contained in Exhibit B (collectively, the “Contract Documents”).

(b) By executing this Contract, the Property Owner acknowledges and agrees that:

(i) The Property Owner has had sufficient time to review and has reviewed each of the Contract Documents and has had the opportunity to ask any questions of the Authority that Property Owner may have regarding such Contract Documents;

(ii) The Property Owner has reviewed, understands and agrees to each and every additional requirement and term contained in the [Program Administrator Procedures Handbook] (as defined in Exhibit B to this Contract, the “Program Handbook”);

(iii) The Property Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Property Owner’s application and the Program Handbook; and

(iv) Prior to executing this Contract has read and understands the Property Owner’s Acknowledgments and Disclosures contained in the (A) Application, (B) this Contract, (C) the Privacy Notice, and (D) the Program Handbook

**Section 24. Execution and Return of Contract.** The Property Owner must execute and return this Contract to the Authority at the address set forth in the “Notice Information” section

of Exhibit A so that it is received by the Authority not later than \_\_\_\_\_. If the Property Owner fails to return this Contract so executed to the Authority by the indicated date, the Program reserves the right to require the Property Owner to enter into a new Contract. The signature of each person signing as or on behalf of the Property Owner must be notarized by a duly licensed notary unless all such persons have previously successfully completed the identity verification process approved by the Authority.

**IN WITNESS WHEREOF**, the Authority and the Property Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date. The “Effective Date” is defined as the last date entered with the signatures of the parties below.

**Property Owner 1:**

\_\_\_\_\_, Signature

Date: \_\_\_\_\_  
Month/Day/Year

Identity Verification Code:

**Property Owner 2:**

\_\_\_\_\_, Signature

Date: \_\_\_\_\_  
Month/Day/Year

Identity Verification Code:

**Authority:** Authorized Signatory

\_\_\_\_\_  
Name (*Please Print*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Execution by Authority

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY, DESCRIPTION OF THE IMPROVEMENTS, AND NOTICE INFORMATION**

#### **Description of Property:**

Property Owner(s) Name(s):

Property Address:

APN:

Participating Entity:

County:

#### **Description of Improvements:**

The Improvements consist of the following:

#### **Notice Information:**

[PACE Program Notice Information]

[Property Owner Notice Information]

## **EXHIBIT B**

### **LIST OF CONTRACT DOCUMENTS, DISBURSEMENT, AND SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS, INCLUDING PRINCIPAL, INTEREST AND ANNUAL ASSESSMENT ADMINISTRATIVE FEE**

#### **List of Contract Documents:**

This Contract shall consist of the following documents:

- This Contract and the exhibits hereto;
- The Application;
- The Completion Certificate;
- The Assessment Cost and Payment Summary;
- The Notice of Assessment;
- The Payment of Contractual Assessment Required;
- The Program Administrator Procedures Handbook (\_\_\_\_ Program), Version \_\_\_\_, dated \_\_\_\_; and
- The Program website located at \_\_\_\_\_.

#### **Assessment:**

The amount of the Assessment is \$\_\_\_\_\_ (the "Assessment Amount"), of which \$\_\_\_\_\_ is allocable to the cost of the Improvements, \$\_\_\_\_\_ is allocable to incidental expenses and \$\_\_\_\_\_ is allocable to capitalized interest.

#### **Bonds:**

The Maximum Interest Rate to be borne by the Bonds is \_\_\_\_% per annum.

The Final Maturity Date of the Bonds shall be September 2, 20\_\_.

#### **Estimated Maximum Annual Assessment Installments:**

The schedule of the estimated maximum annual installments of the Assessment is based on the following assumptions:

1. Bonds allocable to the Assessment are issued in an amount equal to Assessment Amount.
2. The Bonds bear interest at a rate equal to the Maximum Interest Rate.
3. The final maturity date of the Bonds is the Final Maturity Date.
4. The Assessment Interest Rate is \_\_\_\_%.
5. The Annual Percentage Rate (APR) attributable to the Assessment is \_\_\_\_%. APR is the Effective Cost of Credit in consumer loans and real estate loans expressed as a percentage

interest rate. The annual percentage rate is the interest rate the borrower actually pays, including fees required in order to participate in the Program.

6. The total administrative fees, recording fees and other fees and costs added to your assessment is \$\_\_\_\_\_.

[illegible]

\*Estimated, subject to change

**UPON THE ISSUANCE OF THE BONDS, THE ACTUAL ANNUAL ASSESSMENT INSTALLMENTS WILL BE DETERMINED IN ACCORDANCE WITH THE 1915 ACT, AS DESCRIBED IN THIS CONTRACT. THE SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS SHALL BE SPECIFIED IN THE “PAYMENT OF CONTRACTUAL ASSESSMENT REQUIRED” TO BE RECORDED BY THE AUTHORITY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF \_\_\_\_\_.**

**Prepayment:**

The Assessment may be prepaid, in whole [or in part], as described in Section 3(f) of this Contract.



## **Professional Services Retention and Performance Review Policy**

The California Municipal Finance Authority (the “CMFA”) is a joint power authority organized under California Government Code Section 6500, and following (the “JPA Act”). Under the JPA Act, the CMFA is authorized to retain providers of certain professional services; the CMFA is not subject to any state or federal procurement or competitive bidding requirements for the selection of a service provider.

Each service provider to the CMFA shall be selected and engaged after the Board deliberates over the specific need or needs of the CMFA and determines whether such provider satisfies the requirements as identified by the Board. Such deliberation shall include (but is not limited to) a review for the potential of any conflict of interest with the CMFA or the Board of the CMFA. The process of identifying and selecting each service provider may be completed through a request for proposal, solicitation for a competitive proposal, a sole-source request proposal or such other method of selection as determined and directed by the Board.

The engagement of a financial advisor to perform the certain services, including but not limited to the functions of staff to the CMFA, will be subject to a Request for Proposal (“RFP”) every three years. The Executive Director will annually review the contract of the Financial Advisor Services Provider.

With respect to any engagement for professional services with the duration of at least one (1) year, the Board shall conduct a review on a periodic basis to assess and evaluate the performance of the service provider. Such review and assessment shall be conducted at least annually, but may be undertaken more frequently on an “as-needed” basis. The Board may also deliver any performance feedback on an “as-needed” basis. If permitted to terminate an engagement prior to its stated terms, such termination may be based upon the findings and determinations of the performance review.

As part of the periodic review and assessment of a service provider, the Board may evaluate the competitiveness of the fees and expenses charged for such services delivered. The Board may also review whether the fees are commensurate with the service and value provided to the CMFA and shall ensure that public funds are expended for measurable, competitively-priced goods and services for all contractors. With respect to any engagement for professional services with the duration of at least three (3) years, such evaluation shall occur at least once every three (3) years by the Board. Based upon the evaluations, the Board may take appropriate actions including the amending of certain terms of an engagement or early termination of such engagement for professional services.

With respect to any financing team formed by an applicant / borrower relating to any bond transaction to be completed through the CMFA, the Board retains the right to approve each participant to any transaction. In addition, the Board relies upon the provisions of its Procedures Guide including the following:

“The Authority developed this Procedures Guide to support its customer-oriented approach to debt financing. For example, it is the Authority’s current policy to give borrowers discretion in assembling their financing team, although the Authority requires bond counsel to recognize the Authority as its client.”

The Board may delegate to a subcommittee of less than a majority of its members such aspects of the review, selection or assessment process as it deems necessary or advisable in implementing this policy; provided, however, all final actions pursuant to this policy shall be made by the Board.

Policy Date: May 17, 2013





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## Current 2014-2015 Board Positions

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### **CMFA**

Deborah A. Moreno -	Chairperson and Assistant Treasurer
Paula Connors -	Vice Chairperson
Justin McCarthy -	Treasurer
Faye K. Watanabe -	Secretary
Bob Adams-	Director

### **CFSC**

Justin McCarthy -	Chairperson and Assistant Treasurer
Faye K. Watanabe -	Vice Chairperson
Deborah A. Moreno -	Treasurer
Paula Connors -	Secretary
Bob Adams-	Director

### **Subcommittees:**

Audit Subcommittee:	Deborah Moreno and Faye Watanabe
Finance Subcommittee:	Faye Watanabe and Deborah Moreno
Professional Services Subcommittee:	Paula Connors and Justin McCarthy.



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## **NON-PROFIT MEMBERSHIP SUMMARY AND RECOMMENDATIONS**

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Action: Discuss and Approve

Purpose: Approve CMFA's Membership with Various Non-Profits

Meeting: January 16, 2015

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### Background:

Discuss and Approve CMFA's membership with the following Non-profits; California Council for Affordable Housing, California Housing Consortium, California Society of Municipal Finance Officers, Council of Development Finance Agencies, GFOA, Healthcare Financial Management Association, Housing California, Kennedy Commission, Non-Profit Housing Association of Northern California, SCANPH, San Diego Housing and Women in Public Finance memberships.

### Proposed Construction Financing:

California Council for Affordable Housing - \$600  
California Housing Consortium - \$1,000  
California Society of Municipal Finance Officers - \$110  
Council of Development Finance Agencies - \$1,575  
GFOA - \$225  
Healthcare Financial Management Association \$430  
Housing California - \$300  
Kennedy Commission - \$250  
Non-Profit Housing Association of Northern California \$210  
SCANPH - \$300  
San Diego Housing - \$550  
Women in Public Finance - \$0

### Recommendation:

The Executive Director recommends that the CMFA Board of Directors approve membership in various nonprofits throughout California.

# CALIFORNIA COUNCIL FOR AFFORDABLE HOUSING

## 2015

### MEMBERSHIP APPLICATION

Provides reduced rates for attendance at all conferences, policy meetings, and occupancy courses. Full Member receives all informational mailings—including newsletters, notices for all upcoming events, urgent Memoranda and Letters regarding legislation, etc. Full Member also receives voting rights at two Annual General Meetings and reduced rates for vendor's tables at conferences.

**ANNUAL DUES: \$600**

Please complete the following and mail this form and your check for this year's dues, payable to CALIFORNIA COUNCIL FOR AFFORDABLE HOUSING, at the address below.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

☐ Renewal

☐ New member

I am joining the CALIFORNIA COUNCIL FOR AFFORDABLE  
HOUSING at the suggestion of: \_\_\_\_\_

**CALIFORNIA COUNCIL FOR AFFORDABLE HOUSING**

**1006 Fourth Street, Sixth Floor  
Sacramento, CA 95814**

**Phone: (916) 444-0286**

**Fax: (916) 444-3408**

**E-Mail Address: [ccah@mgci.com](mailto:ccah@mgci.com)**

**[www.californiacouncil.com](http://www.californiacouncil.com)**

**Contact: Alison Lee**

## National Sponsors



### Membership Application

To join CDFA, fill out the Membership Application information below. Because all employees of a CDFA member organization are included in the membership, we ask that one person be assigned as the lead member to manage the business functions of the membership. For assistance or more information, contact [CDFA](http://www.cdfa.net) at 614-224-1300.

**Please select your membership category:**

#### State Issuer, Agency, Department or Division (Financing & Non-Financing)

<i>Size</i>	<i>Dues</i>	<i>Financing: Average Issuance per Year</i>	<i>Non Financing: Services</i>
<input type="checkbox"/> Small	\$750	Under \$45 million	Population under 2 million
<input type="checkbox"/> Medium	\$1575	\$45 million to \$124 million	Population between 2-6 million
<input type="checkbox"/> Large	\$2625	Over \$125 million	Population over 6 million

#### Local Issuer, Agency, Department or Division (Financing & Non-Financing)

<i>Size</i>	<i>Dues</i>	<i>Financing: Average Issuance per Year</i>	<i>Non Financing: Services</i>
<input type="checkbox"/> Small	\$400	Under \$25 million	Population under 100,000
<input type="checkbox"/> Medium	\$750	\$25 million to \$74 million	Population between 100,000-250,000
<input type="checkbox"/> Large	\$1575	Over \$75 million	Population over 250,000

#### Financial, Investment, Legal & Private Service Providers

<i>Size</i>	<i>Dues</i>	<i>Criteria</i>
<input type="checkbox"/> Local	\$525	Offices in 1 state only

- |                                   |        |                       |
|-----------------------------------|--------|-----------------------|
| <input type="checkbox"/> Regional | \$1050 | Offices in 2-5 states |
| <input type="checkbox"/> National | \$2625 | Offices in 6+ states  |

## Lead Member

Prefix	<input type="text"/>	<input type="button" value="v"/>
* First Name	<input type="text"/>	
* Last Name	<input type="text"/>	
Suffix	<input type="text"/>	
* Email Address	<input type="text"/>	
* Title	<input type="text"/>	
* Organization	<input type="text"/>	
Department	<input type="text"/>	
* Address	<input type="text"/>	
Address 2	<input type="text"/>	
* City	<input type="text"/>	
* State	<input type="text"/>	<input type="button" value="v"/>
* Zip Code	<input type="text"/>	
* Country	United States	<input type="button" value="v"/>
* Office Phone Number	<input type="text"/>	
Mobile Phone Number	<input type="text"/>	
Fax Number	<input type="text"/>	
* Web Site	<input type="text"/>	
Assistant Name	<input type="text"/>	
Assistant Email	<input type="text"/>	

## How did you hear about CDFA?

<div></div>
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## Additional Members

Name	<input type="text"/>
Job Title	<input type="text"/>
	<input type="text"/>

<b>Office Phone Number</b>	
<b>Email Address</b>	
<b>Name</b>	
<b>Job Title</b>	
<b>Office Phone Number</b>	
<b>Email Address</b>	
<b>Name</b>	
<b>Job Title</b>	
<b>Office Phone Number</b>	
<b>Email Address</b>	
<b>Name</b>	
<b>Job Title</b>	
<b>Office Phone Number</b>	
<b>Email Address</b>	
<b>Name</b>	
<b>Job Title</b>	
<b>Office Phone Number</b>	
<b>Email Address</b>	

Note: CDFA member organizations can include as many employees in the membership as they desire. If you wish to include more than 6 people in your membership, contact [CDFA](#) at 614-224-1300 to add additional employees to the membership.

## Payment Information

Your CDFA membership becomes active as soon as payment for the annual dues is received. You can choose to pay the annual dues by credit card or check.

<b>Payment Method</b>	<input checked="" type="radio"/> Credit Card <input type="radio"/> Check
<b>Credit Card Type</b>	<input type="text" value="v"/>
<b>Exp Date</b>	<input type="text"/>
<b>Credit Card #</b>	<input type="text"/>

**Card Verification****Code****Cardholder Name****Comments / Questions**

^

v

**Please fill out all of the requested information above and click Continue button:**

Council of Development Finance Agencies

100 E. Broad Street, Suite 1200, Columbus, OH 43215 | Phone: (614) 705-1300 | Email:  
info@cdfa.net[Create Account](#)[Can't](#)

Sut

## The United Voice for Affordable Housing

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## Membership :: Membership &amp; Underwriters

## 2014 MEMBERSHIP DUES SCHEDULE

## Underwriting Levels:

President's Circle — \$25,000 Annual Support  
 Golden Sponsor — \$15,000 Annual Support  
 Silver Sponsor — \$10,000 Annual Support  
 CHC Patron — \$5,000 Annual Support

[Join CHC TODAY](#)

<b>Standard: *Full Membership:</b> \$2,500 Basic Membership: \$1,000*non-profit and for-profit organizations with annual revenues >\$500,000	<b>Small Organization or Government Entity:</b> <b>**Full Membership: \$1,000</b> Basic Membership: \$500**non-profit and for-profit organizations with annual revenues <\$500,000
----------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Full Membership** includes all Basic Membership benefits plus the ability to participate in policy roundtables, task forces, and committees, and to be eligible for consideration to become a member of the [Board of Directors](#) or [Board of Governors](#).

**Basic Membership** includes access to the monthly newsletter, policy updates and bulletins as they may be provided, and invitations to attend Lobby Day, the Hall of Fame luncheon and other special events as scheduled.

## 2014 UNDERWRITING PROGRAM SUMMARY

## President's Circle: Annual \$25,000 Donation

- Unlimited Memberships in CHC
- Four paid Registrations at CHC events, including forums, member assemblies
- Event Program recognition with 'President's Circle' status in all CHC publications
- Active link on [www.calhsng.org](http://www.calhsng.org), the premier site for up-to-date news in the affordable housing industry

## Golden Sponsor: Annual \$15,000 Donation

- Five paid Memberships in CHC
- Three paid Registrations at CHC events, including forums and member assemblies
- Event Program recognition with 'Golden Sponsor' status in all CHC publications
- Active link on [www.calhsng.org](http://www.calhsng.org), the premier site for up-to-date news in the affordable housing industry

## Silver Sponsor: Annual \$10,000 Donation

- Three paid Memberships in CHC
- Two paid Registrations at CHC events, including forums and member assemblies
- Event Program recognition with 'Silver Sponsor' status in all CHC publications
- Active link on [www.calhsng.org](http://www.calhsng.org), the premier site for up-to-date news in the affordable housing industry

## CHC Patron: Annual \$5,000 Donation

- Two paid Memberships in CHC
- One paid Registration at CHC events, including forums and member assemblies
- Event Program recognition with 'Patron' status in all CHC publications
- Active link on [www.calhsng.org](http://www.calhsng.org), the premier site for up-to-date news in the affordable housing industry


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[Thank you to our 2014 Underwriters](#)

 Foundation Members:  
 \$25,000

 Foundation Members:  
 \$20,000

 Golden Sponsors:  
 \$20,000




Please note that contributions are made to our 501(c)(3) entity and are tax-deductible.

If you would like to contribute by mail, please download our [Print Application](#) and make your check out to "California Housing Consortium" and send it to CHC at 30141 Agoura Road, Suite 205, Agoura Hills, CA 91301 to receive confirmation of your tax deduction.

Silver Sponsors:  
\$10,000



CHC Patron Members:  
\$5,000





**California Housing Consortium :: The United Voice for Affordable Housing**


30141 Agoura Road, Suite 205 Agoura Hills, CA 91301  
 Tel: 818-735-9551 Fax: 818-735-7348 Email: [info@calhsng.org](mailto:info@calhsng.org)  
 400 Capitol Mall, Suite 900 Sacramento, CA 95814  
 Tel: 916-930-5248 Fax: 916-442-9130

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# California Society of Municipal Finance Officers

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## New Member Signup

\* Required Fields

<b>-Step 1- Membership Type</b>	Step 2 Your Info	Step 3 Additional Info	Step 4 Cost Summary	Step 5 Payment
Membership Info				

-- New Member Signup --

**Organization:** Cal. Society of Muni. Finance Officers

**Member Dues: Annual:** (thru 31 Dec 2015)  
 Commercial (\$220.00)  
 Municipal (\$110.00)  
 OtherGov (\$50.00)  
 Education (\$20.00)

**Address:** CSMFO  
 1215 K Street, Suite 940  
 Sacramento, CA 95814

**Payment Methods:** Online Payment, Offline Payment

**Credit Cards:** -MasterCard -Visa

**Payment Types:** Online Credit Card, Mail a Check

## Introduction

Thank you for your interest in joining CSMFO. **This process is for NEW MEMBERS only!** Note that in order to qualify for a bulk Municipal member discount you MUST select your agency name from the drop down list and there must be at least three currently active members.

**If you join after September 30th, your membership will extend through the following year.**

## Payment Notes

**This process is for NEW MEMBERS only! Existing Members need to pay their yearly Dues Notice by going to "Member Features", logging in, and selecting the "My Account" tab.**

CSMFO accepts online payment by Visa and Master Card. Make checks payable to CSMFO  
Mail checks to:  
CSMFO, 1215 K Street, Suite 940, Sacramento, CA 95814

### Refund Policy

If for some reason your application is not approved, you will receive a full refund. Once your application has been approved, no refunds are available.

### Membership Type (Please Choose One)

#### \* Choose Membership Type:

- Commercial: ☐ **Commercial Assoc. (\$220.00)** - Open to persons or corporations not currently employed by a government agency whose livelihood is derived principally from commercial or professional activities directly related to government finance.
- Municipal: ☐ **Municipal Member (\$110.00)** - Open to all public employees and elected or appointed officials presently having responsibility for, oversight of, or engaged in, the function of government finance in any city, special district or county in the State of California. (Note: If you are the fourth CSMFO Municipal Member (or higher) from your agency, you are entitled to a \$35 discount.)
- OtherGov: ☐ **Other Government (\$50.00)** - Open to government employees in the financial field who do not presently qualify for Municipal or Commercial membership but who are interested in the principles and practices of government finance. This may include finance professionals from state agencies, school districts, universities and representatives from other finance professional organizations such as GFOA.
- Education: ☐ **Student/Professor (\$20.00)** - Open to persons presently enrolled in or teaching finance, accounting or public administration studies.

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# APPLICATION

Send payments by check or money order to: GFOA, 3076 Eagle Way,  
Chicago, IL 60678-1030.

Send payments by credit card or purchase order to: GFOA, 203 N. LaSalle  
St., Ste. 2700; Chicago, IL 60601-1210; fax: 312-977-4806, or scan  
(e-mail [membership@gfoa.org](mailto:membership@gfoa.org)).

*Please print or type.*

☐ Indicate if you are faxing or scanning and e-mailing this form. (Fax and  
e-mails are accepted only with credit card payment or purchase orders.  
DO NOT MAIL THE ORIGINAL.)

Name \_\_\_\_\_

Title \_\_\_\_\_

Employer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_

Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail (Required) \_\_\_\_\_

Questions? E-mail [membership@gfoa.org](mailto:membership@gfoa.org)



**Please complete both sides of this application.**

## PAYMENT INFORMATION

*Please check one:*

☐ PAYMENT BY CHECK OR MONEY ORDER: Payable to "Government Finance Officers Association"

Send to: GFOA, 3076 Eagle Way, Chicago, IL 60678-1030

☐ PAYMENT BY CREDIT CARD OR PURCHASE ORDER:

Send to: Fax: 312-977-4806, scan (e-mail membership@gfoa.org), or mail GFOA, 203 N. LaSalle St., Ste. 2700; Chicago, IL 60601-1210

☐ American Express    ☐ Diner's Club    ☐ Discover Card  
☐ MasterCard    ☐ VISA

Name on Card \_\_\_\_\_

Account Number \_\_\_\_\_

Exp. date (mandatory) \_\_\_\_\_ / \_\_\_\_\_

Signature \_\_\_\_\_

☐ PLEASE BILL ME. You must include a purchase order number.

P.O. No. \_\_\_\_\_

## MEMBER TYPES

*If full-time student, please include a copy of student identification card.*

*Please check one:*

☐ Active    ☐ Additional Active  
☐ Associate    ☐ Educational    ☐ Inactive Retired

## GOVERNMENTAL UNIT *(In the United States or Canada)*

*Refer to the enclosed GFOA Membership Fee Schedule.*

*Please check one and give size of unit, as requested:*

☐ City: Population \_\_\_\_\_  
☐ County: Population \_\_\_\_\_  
☐ Special District: Number of Employees \_\_\_\_\_  
☐ State/Province: Population \_\_\_\_\_  
☐ Retirement System: Number of Members \_\_\_\_\_  
☐ Federal

## INTERNATIONAL *(Outside of the United States or Canada)*

*Refer to the enclosed GFOA Membership Fee Schedule.*

*Please check one and give size of unit, as requested:*

☐ Developed Country  
☐ Developing Country  
☐ Associate



## **GFOA Membership Fee Schedule**

The following GFOA membership fee schedule, as adopted by the Executive Board, takes effect April 1, 2009.\*

### **CITIES AND COUNTIES:**

Population	No. of Memberships included in Base Fee	Base Fee	Additional Memberships
0 – 4,999	1	\$ 160	\$150
5,000 – 9,999	1	170	150
10,000 – 19,999	1	190	150
20,000 – 29,999	1	225	150
30,000 – 39,999	2	250	150
40,000 – 49,999	2	305	150
50,000 – 74,999	3	595	150
75,000 – 99,999	3	640	150
100,000 – 199,999	4	840	150
200,000 – 299,999	5	1,145	150
300,000 – 499,999	5	1,305	150
500,000 – 749,999	6	1,775	150
750,000 – 999,999	6	3,050	150
More than 1,000,000	7	4,620	150

### **SPECIAL DISTRICTS:**

Number of Employees	No. of Memberships included in Base Fee	Base	Additional Memberships
0 – 99	1	\$ 160	\$150
100 – 499	1	280	150
500 – 999	2	500	150
1,000 – 4,999	3	700	150
5,000 – 9,999	4	885	150
10,000 – 19,999	5	1,080	150
20,000 – 29,999	6	1,295	150
More than 30,000	6	1,605	150

### **RETIREMENT SYSTEMS:**

Number of Members	No. of Memberships included in Base Fee	Base	Additional Memberships
0 – 4,999	1	\$ 160	\$150
5,000 – 9,999	1	270	150
10,000 – 24,999	2	420	150
25,000 – 49,999	2	540	150
50,000 – 99,999	3	770	150
100,000 – 249,999	4	1,205	150
More than 250,000	5	1,655	150

### **OTHER CATEGORIES:**

	Each Individual
State & Province: Population 0 – 1 Million	\$160
State & Province: Population 1– 5 Million	190
State & Province: Population 5 – 10 Million	225
State & Province: Population Over 10 Million	250
Federal	150
Associate	225
Inactive Retired	35
Educational	40

### **INTERNATIONAL:**

	Each Individual
Developed Country	\$210
Developing Country	160
Associate	250

\*\$35 of your membership dues pay for a subscription to Government Finance Review, GFOA's bimonthly magazine.



## HFMA Membership Form

Would you like to renew your HFMA membership? Please log in [here](#).

If you have any questions, please contact our Member Service Center at (800) 252-4362, ext. 2.

Required\*

### ENTER YOUR INFORMATION

Email:*	<input type="text"/>
Faculty:	<input type="checkbox"/> If you hold a full-time academic position, please click here
Student:	<a href="#">Are you a student? Click here.</a>
Prefix:	--Select a prefix-- ▼
First Name:*	<input type="text"/>
Middle Initial:	<input type="text"/>
Last Name:*	<input type="text"/>
Suffix:	<input type="text"/>
Job Title:	<input type="text"/>
Business Name:	<input type="text"/>
Work Phone:	<input type="text"/>
Home Phone:	<input type="text"/>
Mobile Phone:	<input type="text"/>

\*Two phone numbers are required.

One address is required. Please enter a home or business address.

#### Business Address

Address 1:	<input type="text"/>
Address 2:	<input type="text"/>
City:	<input type="text"/>
State/Province:	--Select a state/province-- ▼
Zip:	<input type="text"/>
Country:	--Select a country-- ▼

#### Home Address

Address 1:	<input type="text"/>
Address 2:	<input type="text"/>
City:	<input type="text"/>
State/Province:	--Select a state/province-- ▼
Zip:	<input type="text"/>
Country:	--Select a country-- ▼

Please indicate which address you prefer to have your mail delivered to.

Send my mail to:\*

☐ Business

☐ Home

Exclude my name from the online HFMA Membership Directory (this selection also excludes my name from my Chapter Membership Directory)

☐ Yes

☐ No

Exclude my name from lists provided to outside organizations

☐ Yes  
☐ No

HFMA is committed to diversity. Your response is voluntary.

Ethnicity:

--Select an ethnicity--

Date of Birth:

(mm/dd/yyyy)

Date started in health care:

(mm/dd/yyyy)

Degree:

--Select a degree--

Date degree earned:

(mm/dd/yyyy)

Position Level:\*

--Select a level code--

Functional Code:\*

--Select a functional code--

Organization Type:\*

--Select an org type--

Is there someone who influenced your decision to become an HFMA member? If so, please include their name and membership number below.

*Note: You do not need a sponsor to become a member.*

Sponsor full name:

Sponsor Member Number:

*Note: Username and password are case sensitive.*

Enter New Username:\*

cmfa

Enter New Password:\*

Re-Enter Password:\*

Continue

Cancel

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Go back to the [HFMA homepage](#).

**44%** of employers said they were only going to offer HDHP this year.\*

**Are you ready?**



Maximize reimbursement for each claim now.

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\*"Medical Cost Trend: Behind the Numbers" 2014, pwc, June 2013

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## Membership Applications

### Join/Reinstate HFMA Membership

#### Online

[Become a New Member](#)
[Reinstate a Past Membership](#)

#### Download PDF Application

[New Member Application](#)
[Reinstatement Application](#)
[Faculty Application](#)

#### Download Membership Brochure

[Individual Membership](#)
[Faculty Membership](#)
[Member-Get-A-Member](#)

#### STUDENT E-MEMBERSHIP

Are you a full-time college student? [Learn more](#) about becoming a student e-member to get a head start on your future in healthcare finance.

### What Are HFMA's Membership Dues?

Regular Membership Dues (through May 2016)		
Month Joined	Dues	Discounted Dues for New Members
December	\$484	\$384
January	\$468	\$368

- Authorizations
- Medical Necessity
- Eligibility & Address Verification
- Accuracy & Productivity (APC)
- e-Forms & e-Signature
- Patient Bill Estimator
- e-Cashiering
- Kiosks & Patient Portal
- Patient WaitTime

**What are the 6 key drivers to successful recruitment in the future?**



#### HFMA BUSINESS PROFILES

##### Connecting Clinical and Financial Data

Rick Heise, senior vice president, revenue cycle, at

February	\$446	\$346
March	\$430	\$330
April	\$409	\$309
May	\$389	\$289

*Take advantage of these reduced new member dues by joining before May 2015.*

Or pay through May 2015 and be billed \$305 in June (through May 2015)	
Month Joined	Dues
December	\$179
January	\$163
February	\$141
March	\$125
April	\$104
May	\$84

### Faculty Membership (Through May 31, 2016)

Month Joined	Dues
December - May	\$150

### Or pay through May 2015 and be billed \$100 in June

Month Joined	Dues
December - May	\$50

### Payment Information

#### Paying by credit card?

Use our [online application](#) to join now, or print a downloadable application and mail it to:

Healthcare Financial Management Association  
5195 Eagle Way  
Chicago, IL 60678-1051

Cerner Corporation, discusses the importance of integrating clinical and financial data to excel in health care's changing payment environment.

### HFMA DISPLAY ADVERTISING

#### Advertise with HFMA

HFMA's print, email, online, and mobile opportunities provide you maximum reach and impact. We will work with you to build a plan that meets your needs. Contact a sales rep.

### MARKETPLACE

#### Access the Industry's Leading Vendor Listing

HFMA's Buyer's Resource Guide is a comprehensive vendor directory that helps healthcare finance professionals find products and services.

### CAREERS

#### Develop Your Personal Skills With HFMA's Enhanced Career Center

Access all the tools and resources you need to develop your personal skills. Organized into distinct career levels, this tool creates a career plan specific to your career goals.

### PROFESSIONAL DEVELOPMENT

#### Elevate Your Credentials

...with HFMA's Certified Healthcare Financial Professional (CHFP).



# Membership Registration & Donation Form



Young Gabriel pets the resident cat at Mustard Seed School, which serves homeless children until they can transition back to public school.

Contact Name:
Organization:
Address:
City/State/Zip:
Phone: (     )
E-mail:
Website:

## MEMBERSHIP BENEFITS:

- ❖ Organizational members receive three (3) discounted registrations for Housing California's Annual Conference. Individual members who join/renew at the \$120 level or above are entitled to one discounted conference registration.
- ❖ Organizational and Individual members receive promotion on our website (unless otherwise requested).
- ❖ Organizational members can leverage our contacts in the state Capitol to invite legislators to tour their affordable developments, emergency shelter, service center, or organization.

## MEMBERSHIP LEVELS:

<b>ORGANIZATIONAL</b>	<input type="checkbox"/> New	<input type="checkbox"/> Renewal
<input type="checkbox"/> Nonprofit, Small	Less than \$500,000	\$350.00
<input type="checkbox"/> Nonprofit, Medium	Less than \$1 million	\$500.00
<input type="checkbox"/> Nonprofit, Large	\$1 million and above	\$750.00
<input type="checkbox"/> For-profit, Small	Less than 20 employees	\$650.00
<input type="checkbox"/> For-profit, Large	20 or more employees	\$950.00
<input type="checkbox"/> Government	Local, State, Federal	\$300.00

<b>INDIVIDUAL</b>	<input type="checkbox"/> New	<input type="checkbox"/> Renewal
<input type="checkbox"/> \$20.00		
<input type="checkbox"/> \$120.00		
<input type="checkbox"/> \$_____ Other		

## GENERAL DONATION:

For those who do **not** wish to become a member, or are already members, but wish to give an additional gift to support our work.

☐ **Donation or Additional Gift:** \$ \_\_\_\_\_

**TOTAL DUE:** \$ \_\_\_\_\_

## PAYMENT OPTIONS:

**CHECK:** Please mail check payment to: Housing California, 900 J Street, Second Floor, Sacramento, CA 95814

**CREDIT CARD:** *VISA or MasterCard Only.* For credit card payment, please complete this section and FAX this form to: 916.447.1900.

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CSV (3-digit): \_\_\_\_\_

Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

\_\_\_\_\_

**Questions?** Please contact Membership Coordinator Deborah Cosentino at [dcosentino@housingca.org](mailto:dcosentino@housingca.org) or 916.287.9881.

# Did You KNOW?

# THE Kennedy COMMISSION

Working for systemic change resulting in the production of housing for Orange County's extremely low income families.

- Orange County is among the top 10 least affordable metropolitan housing markets in the nation.
- 23% of OC households cannot afford a single-family median-priced home of \$657,080, 2013).
- The hourly wage necessary to rent an average two-bedroom apartment without exceeding the HUD-recommended 30% of income on housing is more than \$31.00.
- 56% of renters spend more than 30% of income on rent.
- A minimum wage worker has to work FOUR full-time jobs to afford an average two-bedroom apartment.

## What is the Kennedy Commission?

[www.kennedycommission.org](http://www.kennedycommission.org)

The Kennedy Commission is a non-profit collaborative of community members dedicated to developing solutions to Orange County, California's housing needs.

Our work has resulted in the production or approval of more than 3,500 affordable rental homes--homes that would not have been possible without the Commission's leadership.



Vineyard Town Homes, Anaheim



Woodbury, Irvine



Mendocino, San Clemente

### Affordable Communities in Orange County



Through education, advocacy, policy development, and community collaboration, we strive to increase the housing opportunities for Orange County families earning less than \$20,000 annually.

We welcome the active participation of both those directly affected by the shortage of homes that people can afford and other interested community supporters.

## Please Help Us Achieve Our 2014 Membership Goals By Sending In Your Membership Dues Today

**Your membership is tax deductible.** The Kennedy Commission is a 501(c)(3) organization Tax ID #33-0959380

### Suggested Membership Levels:

#### Low-Income Individuals and Students

☐ \$25

#### Affordable Housing Professionals, Advocates, Activists

☐ \$50 ☐ \$75 ☐ \$100 ☐ \$150

#### Organizations with annual budgets under \$300,000

☐ \$250

#### Organizations with annual budgets over \$300,000

☐ \$1,000 ☐ \$3,000 ☐ \$5,000

#### Other

☐ \$ \_\_\_\_\_

Name \_\_\_\_\_

Organization (if any) \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ email \_\_\_\_\_

Please make check payable to **The Kennedy Commission**  
and mail to 17701 Cowan Avenue, Suite 200 Irvine, CA 92614



**DONATE**

(http://nonprofithousing.org)

(HTTPS://CO.CLICKANDPLEDG

Get Involved (http://nonprofithousing.org/category/get-involved/), Become a Member

**GET INVOLVED**  
(HTTP://NONPROFITHOUSING.ORG/CATEGORY/GET-INVOLVED/)

**WID=77143)**

**BECOME A MEMBER**  
(HTTP://NONPROFITHOUSING.ORG/CATEGORY/GET-INVOLVED/BECOME-A-MEMBER/)

**BE A PART OF THE SOLUTION!**

The housing crisis of Northern California regularly tops national lists of extreme needs—but you can be a part of the solution.

Due to the limited land available and other factors, market-rate housing will never fill the gap. Only “third sector” non-profit affordable housing can maintain diversity and provide hope for thousands of families and part of the American Dream. NPH relies on our 700+ members from across the affordable housing sector to support our programs, from advocacy to operations to professional development and public education.

**MEMBERSHIP LEVELS**  
(HTTP://NONPROFITHOUSING.ORG/CATEGORY/GET-INVOLVED/MEMBERSHIP-LEVELS/)

**STAY IN TOUCH**  
(HTTP://NONPROFITHOUSING.ORG/CATEGORY/GET-INVOLVED/STAY-IN-TOUCH/)

**DONATE**  
(HTTP://NONPROFITHOUSING.ORG/CATEGORY/GET-INVOLVED/DONATE/)

**CONTACT US**  
(HTTP://NONPROFITHOUSING.ORG/CONTACT-US/)

Joining the voice of affordable housing is easy! To become a member simply:

1. Learn about our partnership levels: Advocate (http://nonprofithousing.org/membership-levels/), Professional (http://nonprofithousing.org/membership-levels/#professional), and Partner (http://nonprofithousing.org/membership-levels/#partner).

2. Find your organization type below.

3. Match your budget to what you want to get out of joining NPH.

3. and JOIN!

**PRIVATE CORPORATION – JOIN OR RENEW TODAY>>**  
(HTTPS://NPHDONATIONS.SECURE.FORCE.COM/DONATIONS?MTYPE=PRI)

Agency Size	Advocate	Professional	Partner
Small (49 or less people)	\$200	\$400	\$1,600
Large (50 or more people)	\$300	\$600	\$1,600

**GOVERNMENT AGENCY – JOIN OR RENEW TODAY>>**  
(HTTPS://NPHDONATIONS.SECURE.FORCE.COM/DONATIONS?MTYPE=GOV)

Agency Size	Advocate	Professional	Partner
Small (3 or less people)	\$150	\$250	\$1,400
Large (4 or more people)	\$210	\$600	\$1,400

**NON-PROFIT ORGANIZATION – JOIN OR RENEW TODAY>>**  
(HTTPS://NPHDONATIONS.SECURE.FORCE.COM/DONATIONS?MTYPE=NPO)

Agency Size	Advocate	Professional	Partner
-------------	----------	--------------	---------



Small (less than \$500,000)	\$75	\$175	\$1,400
Medium (\$500,000 – \$1,000,000)	\$100	\$300	\$1,400
Large (\$1,000,000 +)	\$125	\$550	\$1,400

INDIVIDUAL MEMBERSHIP – JOIN OR RENEW TODAY>>  
([HTTPS://NPHDONATIONS.SECURE.FORCE.COM/DONATIONS?MTYPE=IND](https://nphdonations.secure.force.com/donations?mtype=ind))

Agency Size	Professional <i>Only Available at the Professional Level</i>
Student / Senior / Low-Income	\$25
Supporter	\$75
Contributor	\$200

©2015 Non-Profit Housing of Northern California

[Member Login](#) [Contact Us](#)[Follow](#)**Government Agency**

\$550.00

1

[Add to cart](#)Category: [Membership](#).**Description****Product Description**

San Diego Housing Federation Member Benefits include: monthly newsletter, Housing and Community Development News, weekly one page email newsletter, email alerts regarding funding, new NOFAs and other urgent information, discounted registration to bi-monthly Affordable Housing Roundtables on informative topics, invitation to participate on Committees, discounted registration for Annual Awards Event honoring the best in the field, discounted registration for Annual Conference, Annual Membership Directory with brief description of your company, listing and link to your website on our website, access to Members Only Page on our website, and representation on public policy, coalition and public education initiatives.

**Related Products**

Resident, Student, Senior,  
Military Membership

\$25.00

**Add to cart**

Classic Membership:  
Individual

\$150.00

**Add to cart**

[Home](#)   [Donations](#)   **[Membership Application](#)**   [Events](#)

Please select a level of membership below

#### Non-Profit Organization

*An organization that has a charitable or educational mission and is designated a non-profit by the Internal Revenue Service.*

Small ..... \$500  
(\$499,000 or Less)\*

Medium ..... \$750  
(\$500,000-\$1,499,000)\*

Large ..... \$1000  
(\$1,500,000-\$2,499,000)\*

Industry Leader ..... \$1200  
(Above \$2,500,000)\*

#### Private Business, Lender or Investor

*An organization or corporation, whose primary mission is to earn a profit for its owner or share-holders.*

Small Companies ..... \$600  
(\$499,000 or Less)\*

Medium Companies ..... \$850  
(\$500,000-\$1,499,000)\*

Large Companies ..... \$1150  
(\$1,500,000-\$2,499,000)\*

Industry Leader ..... \$1550  
(Above \$2,500,000)\*

#### Individual

*For one particular person, not an organization.*

Regular ..... \$150

Sustaining ..... \$250

Student or low-income ..... \$25

#### Government Agency

\$300

*An organized entity providing services to its citizens.*

**\*Last Year's Operating Revenue**

[Login](#)

Like 1 Tweet 0 Share 0 36K+



## WOMEN IN PUBLIC FINANCE

### Required Information

Name \*

E-mail Address \*

Organization \*

Title \*

Address \*



Subscribe to following mailing lists \*

☐ WPF All Members

[Submit Form](#)



<https://www.mcafeesecure.com/RatingVerify?ref=www.memberplanet.com>

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(<https://www.memberplanet.com/>)

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# California Municipal Finance Authority

## Statement of Financial Position

Accrual Basis

	Dec 31, 14	Dec 31, 13	\$ Change
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
Wells CDLAC (# 8131)	1,519,503	1,256,953	262,550
Wells Checking (#4713)	536,156	695,796	-159,640
Total Checking/Savings	2,055,659	1,952,749	102,910
Accounts Receivable	131,409	44,654	86,755
Total Accounts Receivable	131,409	44,654	86,755
Other Current Assets			
Prepaid Expenses	49,433	38,196	11,237
Total Other Current Assets	49,433	38,196	11,237
Total Current Assets	2,236,501	2,035,599	200,902
Other Assets			
Lease Receivable	0	15,000,000	-15,000,000
Total Other Assets	0	15,000,000	-15,000,000
<b>TOTAL ASSETS</b>	<b>2,236,501</b>	<b>17,035,599</b>	<b>-14,799,098</b>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable	95,629	133,696	-38,067
Accrued Expenses	7,581	24,900	-17,319
Refundable Deposits			
CDIAC/CDLAC Filing Fees	5,735	7,073	-1,338
Refundable Deposits - Other	1,513,768	1,249,880	263,888
Total Refundable Deposits	1,519,503	1,256,953	262,550
Total Other Current Liabilities	1,527,084	1,281,853	245,231
Total Current Liabilities	1,622,713	1,415,549	207,164
Long Term Liabilities			
Bond Payable	0	15,000,000	-15,000,000
Total Long Term Liabilities	0	15,000,000	-15,000,000
Total Liabilities	1,622,713	16,415,549	-14,792,836
Equity			
Retained Earnings	536,655	591,510	-54,855
Net Income	77,134	28,540	48,594
Total Equity	613,789	620,050	-6,261
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,236,502</b>	<b>17,035,599</b>	<b>-14,799,097</b>

# California Municipal Finance Authority

## Statement of Financial Income & Expense

Accrual Basis

	Jul - Dec 14	Jul - Dec 13	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Annual Fee Income	1,176,396	1,191,573	-15,177
Application Fee Income	15,000	7,500	7,500
Issuance Fee Income	613,637	818,344	-204,707
Reimbursed Expenses - Income	0	0	0
<b>Total Income</b>	<b>1,805,033</b>	<b>2,017,417</b>	<b>-212,384</b>
<b>Gross Profit</b>	<b>1,805,033</b>	<b>2,017,417</b>	<b>-212,384</b>
<b>Expense</b>			
Bad Debt Expense	0	-9	9
Bank Service Charges	3,322	4,680	-1,358
Charitable Grants - Restricted	3,063	2,432	631
Charitable Grants -Unrestricted	513,181	516,425	-3,244
Insurance	25,654	31,952	-6,298
JPA Member Distributions	156,960	237,521	-80,561
Marketing	12,168	20,305	-8,137
Professional Fees	1,009,360	1,174,570	-165,210
Travel & Entertainment	4,564	1,524	3,040
<b>Total Expense</b>	<b>1,728,272</b>	<b>1,989,400</b>	<b>-261,128</b>
<b>Net Ordinary Income</b>	<b>76,761</b>	<b>28,017</b>	<b>48,744</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Interest Income	373	522	-149
<b>Net Income</b>	<b>77,134</b>	<b>28,539</b>	<b>48,595</b>



**California Municipal Finance Authority**  
**Statement of Income and Expense vs. Budget**  
 July through December 2014

Accrual Basis

	Jul - Dec 14	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Annual Fee Income	1,176,396	1,225,000	-48,604
Application Fee Income	15,000	0	15,000
Issuance Fee Income	613,637	875,000	-261,363
<b>Total Income</b>	<b>1,805,033</b>	<b>2,100,000</b>	<b>-294,967</b>
<b>Gross Profit</b>	<b>1,805,033</b>	<b>2,100,000</b>	<b>-294,967</b>
<b>Expense</b>			
Bank Service Charges	3,322	4,000	-678
Charitable Grants - Restricted	3,063	5,000	-1,937
Charitable Grants -Unrestricted	513,181	542,500	-29,319
Insurance	25,654	37,000	-11,346
JPA Member Distributions	156,960	245,000	-88,040
Marketing	12,168	22,000	-9,832
Professional Fees	1,009,360	1,231,500	-222,140
Travel & Entertainment	4,564	1,500	3,064
<b>Total Expense</b>	<b>1,728,272</b>	<b>2,088,500</b>	<b>-360,228</b>
<b>Net Ordinary Income</b>	<b>76,761</b>	<b>11,500</b>	<b>65,261</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Interest Income	373	500	-127
<b>Total Other Income</b>	<b>373</b>	<b>500</b>	<b>-127</b>
<b>Other Expense</b>			
Other Expense	0	2,000	-2,000
<b>Total Other Expense</b>	<b>0</b>	<b>2,000</b>	<b>-2,000</b>
<b>Net Other Income</b>	<b>373</b>	<b>-1,500</b>	<b>1,873</b>
<b>Net Income</b>	<b>77,134</b>	<b>10,000</b>	<b>67,134</b>



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## **INFORMATIONAL ITEMS FOR THE CMFA SUMMARY AND RECOMMENDATIONS**

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Item:	Administrative Issues; A., B., C., D., E., F., G., H.
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 H. Audit Review

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## **PROCEDURAL ITEMS FOR THE CFSC SUMMARY AND RECOMMENDATIONS**

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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).

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## **CHARITABLE GRANT GUIDELINES**

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Recipient: Board Members of the California Foundation for  
Stronger Communities

Purpose: To Provide an Outline of Charitable Grant Guidelines

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### **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.

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

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 Mozzett; 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

## LMWS INC dba Pacific Lifeline

PO Box 1424

Upland , CA 91785

County San Bernardino

www.pacific-lifeline.org

FEIN

94-6103171

Founded: 1910

Previous Donation: ☐ Yes ☒ No

List Date 1/16/2015

**Mission:**

Lifeline Ministries was founded in San Francisco in 1910. It started serving homeless women and their children in 1989. In November 1995, Lifeline Ministries expanded to southern California by opening a second shelter, Pacific Lifeline. Again, the shelter filled a critical gap in the social services available in the local community, this time serving homeless women and their children from San Bernardino, east Los Angeles, and Riverside counties.

In January 2000, Lifeline Ministries decided to consolidate its program to southern California. The cost of living in San Francisco had made it increasingly difficult to bring families to financial independence, while the cost of living in southern California was more manageable. With the headquarters and program located in Upland, Lifeline Ministries is continuing to provide the proven services of the founding program, empowering women to better their lives and get to the point where they can support their families.

**Impact:**

A donation would be used to assist their program.

**Financial Information:** IRS Form 990 for FY 20112

Revenues:	Amount	%	Notes
Government/Earned			They provide counseling and job services in addition to shelter.
Contributions	313,892	95.8%	
Other	<u>13,599</u>	<u>4.2%</u>	
Total Revenue:	<u>\$327,491</u>	<u>100.0%</u>	
Expenses:			
Program	\$217,805	80.9%	
Administration	16,300	6.1%	
Fund Raising	<u>35,241</u>	<u>13.1%</u>	
Total Expenses:	<u>\$269,346</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$58,145</u>		
Net Assets:	<u>\$714,681</u>		

BOD: Maureen Bouma; John Arthur Brubaker; Perry Engle; Dorothy Gish; Kaye Henley; Ken Hoke; A. Serounian Keir; Olivia Sevilla; Don McNiven

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:**

NVTSI 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

Olive Crest  
2130 E. Fourth Street, Suite 200  
Santa Ana , CA 92705 County Orange  
www.olivecrest.org

FEIN 95-2877102 Founded: 1978

Previous Donation: ☒ Yes ☐ No \$10,000 11/1/2013 List Date 1/16/2015

**Mission:**

In 1973, Dr. Donald and Lois Verleur took in four teenage girls and opened their first home for children in Orange County, California. Drawing from the olive tree in the front yard and the idea of a family crest, Olive Crest, a name symbolizing "peaceful family," was born.

Today, more than 40 years later, Olive Crest has grown to become a leader in the prevention and treatment of child abuse, serving nearly 2,000 children and families each day throughout California, Nevada, and the Pacific Northwest. Though four decades have passed, the Verleurs' original commitment to the individual needs of at-risk youth continues to fuel Olive Crest's mission to make a difference "One Life at a Time." ®

**Impact:**

A donation would assist in providing care for the children

**Financial Information:** IRS Form 990 for FY 2013

Revenues:	Amount	%	Notes
Government/Earned	\$25,713,934	83.4%	
Contributions	4,952,147	16.1%	
Other	<u>168,842</u>	<u>0.5%</u>	
Total Revenue:	<u>\$30,834,923</u>	<u>100.0%</u>	
Expenses:			
Program	\$25,148,780	81.9%	
Administration	3,502,750	11.4%	
Fund Raising	<u>2,061,167</u>	<u>6.7%</u>	
Total Expenses:	<u>\$30,712,697</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>\$122,226</u>		
Net Assets:	<u>\$8,078,029</u>		

BOD: James Woodside; Time Myers; Javier Mier; John Luker; Michael Grant; Dayna A. DeVito-Fleck; Lacy Kelly; Tom Zeigler



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 Contributions	741,012	100.0%	The mission listed is only for the Christmas season. They perform many other charitable deeds.
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 Sprenkel; 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/](http://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

United Way of Kern County Literacy Program

5405 Stockdale Highway, Suite 200

Bakersfield , CA 93309 County Kern

www.uwkern.org

FEIN

95-2274560

Founded: 1965

Previous Donation: ☒ Yes ☐ No \$9,000 9/2/2011 List Date 1/16/2015

**Mission:**

United Way of Kern County creates lasting and measurable change in Kern County by focusing on the three, key building blocks of life: Education, Income, and Health.

We bring stake holders together to generate philanthropy from all segments of our community, marshal resources, forge community consensus, and build coalitions and partnerships. The combined result is far greater than the sum of each individual component.

United Way's focus is to improve the Education, Income and Health of every Kern County resident:

Enable everyone to give and invest the funds where they are needed the most and have shown measurable results; Engage people to advocate to change systems on behalf of those whose voice may not otherwise be heard; Empower everyone to volunteer to maximize their impact on the lives of others.

**Impact:**

A donation of \$10,000 would allow them to complete one Born Learning Trail and distribute newborn bags to 150 families.

**Financial Information:** Audited Financial Statement FY 2014

Revenues:	Amount	%	Notes
Government/Earned	\$318,471	16.3%	
Contributions	1,495,974	76.4%	
Other	<u>142,731</u>	<u>7.3%</u>	
Total Revenue:	<u>\$1,957,176</u>	<u>100.0%</u>	
Expenses:			
Program	\$1,582,117	77.6%	
Administration	133,200	6.5%	
Fund Raising	<u>324,169</u>	<u>15.9%</u>	
Total Expenses:	<u>\$2,039,486</u>	<u>100.0%</u>	
Excess/(Deficit) of Revenues Over Expenses:	<u>(\$82,310)</u>		
Net Assets:	<u>\$1,100,435</u>		

BOD: Jordan Kaufman; Shirley Gordon; Brooke Antonioni; Danielle Davis; Nicolette Cross; Gaurdie E. Banister Jr.; Paul Campanario; Nora Dominguez; Teresa Ford; Christine Frazier; David Hallett; Horace Mitchell; Ernie Phoenix; Ernie Pineda

Veterans First  
888 W. Santa Ana Blvd, Suite 200  
Santa Ana , CA 92701  
www.veteransfirstoc.org

County Orange

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/](http://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





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## Current 2014-2015 Board Positions

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### **CMFA**

Deborah A. Moreno -	Chairperson and Assistant Treasurer
Paula Connors -	Vice Chairperson
Justin McCarthy -	Treasurer
Faye K. Watanabe -	Secretary
Bob Adams-	Director

### **CFSC**

Justin McCarthy -	Chairperson and Assistant Treasurer
Faye K. Watanabe -	Vice Chairperson
Deborah A. Moreno -	Treasurer
Paula Connors -	Secretary
Bob Adams-	Director

### **Subcommittees:**

Audit Subcommittee:	Deborah Moreno and Faye Watanabe
Finance Subcommittee:	Faye Watanabe and Deborah Moreno
Professional Services Subcommittee:	Paula Connors and Justin McCarthy.

# California Foundation For Stronger Communities

## Statement of Financial Position

Accrual Basis

	Dec 31, 14	Dec 31, 13	\$ Change
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
CFSC Wells Checking New (#4721)	10,255	24,992	-14,737
Total Checking/Savings	10,255	24,992	-14,737
Accounts Receivable	5,576	15,280	-9,704
Total Current Assets	15,831	40,272	-24,441
<b>TOTAL ASSETS</b>	<b>15,831</b>	<b>40,272</b>	<b>-24,441</b>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable	0	30,025	-30,025
Accrued Expenses	5,576	5,235	341
Total Liabilities	5,576	35,260	-29,684
Equity			
Retained Earnings	5,214	5,138	76
Net Income	5,040	-125	5,165
Total Equity	10,254	5,013	5,241
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>15,830</b>	<b>40,273</b>	<b>-24,443</b>

# California Foundation For Stronger Communities

## Statement of Financial Income and Expense

Accrual Basis

	Jul - Dec 14	Jul - Dec 13	\$ Change
<b>Ordinary Income/Expense</b>			
Income			
Program Income			
CMFA Restricted Grants			
CMFA Program Grants	3,063	2,432	631
<b>Total CMFA Restricted Grants</b>	<b>3,063</b>	<b>2,432</b>	<b>631</b>
CMFA Unrestricted Grants			
CMFA Discretionary Grants	507,500	503,000	4,500
CMFA Operations Grant	5,661	13,420	-7,759
<b>Total CMFA Unrestricted Grants</b>	<b>513,161</b>	<b>516,420</b>	<b>-3,259</b>
<b>Total Income</b>	<b>516,224</b>	<b>518,852</b>	<b>-2,628</b>
Expense			
Charitable Payments			
Charitable Pymt - Restricted	3,063	2,432	631
Charitable Pymt - Unrestricted	502,500	503,000	-500
Dues and Subscriptions	75	0	75
Office Supplies	0	182	-182
Professional Fees			
Accounting Fees	5,576	13,375	-7,799
Taxes	10	25	-15
<b>Total Expense</b>	<b>511,224</b>	<b>519,014</b>	<b>-7,790</b>
<b>Net Ordinary Income</b>	<b>5,000</b>	<b>-162</b>	<b>5,162</b>
Interest Income	40	37	3
<b>Net Income</b>	<b>5,040</b>	<b>-125</b>	<b>5,165</b>

**California Foundation For Stronger Communities**  
**Profit & Loss Budget vs. Actual**  
July through December 2014

Accrual Basis

	Jul - Dec 14	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
Income			
CMFA Restricted Grants			
CMFA Program Grants	3,063	5,000	-1,937
Total CMFA Restricted Grants	3,063	5,000	-1,937
CMFA Unrestricted Grants			
CMFA Discretionary Grants	507,500	536,500	-29,000
CMFA Operations Grant	5,661	6,000	-339
Total CMFA Unrestricted Grants	513,161	542,500	-29,339
Total Income	516,224	547,500	-31,276
Expense			
Charitable Payments			
Charitable Pymt - Restricted	3,063	5,000	-1,937
Charitable Pymt - Unrestricted	502,500	536,500	-34,000
Total Charitable Payments	505,563	541,500	-35,937
Dues and Subscriptions	75		
Accounting Fees	5,576	6,000	-424
Taxes	10	0	10
Total Expense	511,224	547,500	-36,276
Net Ordinary Income	5,000	0	5,000
Other Income/Expense			
Interest Income	40	0	40
Total Other Income	40	0	40
Net Other Income	40	0	40
Net Income	5,040	0	5,040



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## **PROCEDURAL ITEMS FOR THE CFPF SUMMARY AND RECOMMENDATIONS**

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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).

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