

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 19.1
(ID # 17575)

MEETING DATE:

Tuesday, March 22, 2022

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Adoption of Resolution No. 2022-080 authorizing the County to join the Statewide Community Infrastructure Program (SCIP) and authorizing the execution of necessary documents and related actions, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a public hearing on the County's participation in the Statewide Community Infrastructure Program and the financing of public capital improvements through said program.
2. After closing the public hearing, approve and adopt Resolution No. 2022-080, a resolution of the Board of Supervisors of the County of Riverside authorizing the County to join the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments and special taxes and to form assessment districts and community facilities districts within the territory of the County of Riverside, embodying a joint community facilities agreement setting forth the terms and conditions of community facilities district financings, approving form of acquisition agreement for use when applicable, and authorizing related actions.
3. Direct the Clerk of the Board to complete the Certification of Resolution and to send the completed Certification of Resolution, proof of publication, and a certified copy of Resolution No. 2022-080 to the Statewide Community Infrastructure Program.

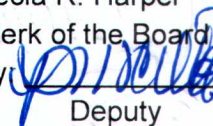
ACTION:Policy


Don Kent, Director of Finance 3/9/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 22, 2022
xc: E.O., SCIP

Kecia R. Harper
Clerk of the Board
By 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Statewide Communities Development Authority (CSCDA) is a joint powers authority established to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects, and is sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties and special districts throughout California are members of CSCDA, including the County of Riverside, which was approved on April 23, 1996 by Resolution #96-093.

The Statewide Community Infrastructure Program (SCIP) was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits through pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and was further expanded to include community facilities districts (CFDs), as provided for in the proposed SCIP resolution.

Since its inception, SCIP has issued over \$800 million in land secured special assessment and CFD bonds for development projects in California. Since 2014, seven cities and special districts within Riverside County, including the cities of Murrieta and Corona, have participated in four SCIP pooled revenue bond issuances and one stand-alone bond issuance, financing approximately \$12 million in impact fees and public capital improvements.

Due to the economies of scale that a larger bond pooling program such as SCIP can have on lowering the costs of issuance with smaller deal sizes, phased developments can take advantage of their model in instances where it may not be as financially feasible if otherwise issued by the County, on a stand-alone basis. If approved by the Board, the County will evaluate any future applications in unincorporated areas for inclusion in SCIP (and resulting bond issuances) of less than \$10 million.

If a property owner chooses to participate, and the County approves the application, the selected public capital improvements or facilities will be financed by the issuance of tax-exempt bonds by CSCDA.

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CSCDA will form the district and impose an assessment or special tax, as applicable, on the owner's property to repay the portion of the bonds issued to finance the public capital improvements or facilities with respect to the property (no one developer within the SCIP pool is responsible for the payment related to any other project).

With respect to County development impact fees, including area drainage plan fees, they are NOT included as part of the County authorizing SCIP and its related financings, and is so stated in the accompanying resolution since it would not be feasible to track development fee credits at the individual home building permit level. It is further stated as such in a separate companion agenda item, the proposed revision to Board of Supervisors Policy B-12, Land Secured Financing Districts.

It is important to note, and, is written into the proposed Resolution No. 2022-080 authorizing the County to join SCIP that, "the total tax burden for any CFD shall not exceed the limitation provided in the County's goals and policies for land secured financing in effect at the time of adoption of the Resolution of Intention to form such CFD or any Resolution of Consideration to modify a CFD," which is 2% as stated in Board Policy B-12.

Benefits to the County

Providing tax-exempt financing helps cushion some of the impact of rising public capital improvements costs on new development. Many developers rely on CFD or assessment district financing through SCIP in making the decision to purchase land, thereby improving a County's competitive advantage in attracting new development which would help increase new housing construction and supply.

CSCDA handles all district formation, district administration, bond issuance and bond administration functions while the County would commit virtually little to no staff time to administer the program.

As with conventional CFD or assessment district financing, the County is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.

Impact on Residents and Businesses

Benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements, the property owner receives low-cost, long-term tax-exempt financing, freeing up capital for other purposes which may facilitate development.
- The property owner can choose to pay off the assessments or special taxes at any time.

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- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.
- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing may lower property taxes, subject to applicable federal tax limitations.

ATTACHMENTS

As seen in the Exhibits below, the proposed SCIP resolution includes number of items including: a form of acquisition agreement, which outlines how a developer will be reimbursed for improvements as they are certified complete by the County; authorization for CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements through SCIP; authorization for CSCDA to form assessment districts and community facilities districts within our County's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. It also authorizes miscellaneous related actions and makes certain findings and determinations as required by law.

1. Resolution No. 2022-080
2. Exhibit A – Form of Resolution of Intention to be Adopted by CSCDA
3. Exhibit B – Form of Acquisition Agreement
4. Exhibit C – Eligible Facilities and Fees
5. Exhibit D – Form of Increased Demands Certificate
6. Exhibit E – County of Riverside Contacts for SCIP Program
7. Notice of Public Hearing


Tanya Harris, Assistant Auditor Controller

3/10/2022


Juan C. Perez, Chief Operating Officer

3/15/2022

2
3 RESOLUTION NO. 2022-080

4
5 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
6 AUTHORIZING THE COUNTY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE
7 PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT
8 AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL
9 ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO
10 FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE
11 TERRITORY OF THE COUNTY OF RIVERSIDE; EMBODYING A JOINT COMMUNITY
12 FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY
13 FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR
14 USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

15
16 WHEREAS, the California Statewide Communities Development Authority (the
17 "Authority") is a joint exercise of powers authority, lawfully formed and operating within the State pursuant
18 to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title
19 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the "JPA
20 Law"), the members of which include numerous cities, counties and local agencies in the State of California,
21 including the County of Riverside (the "County"); and

22 WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing
23 programs under any applicable provisions of State law to promote economic development, the stimulation
24 of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members
25 (such members, the "Program Participants"); and

26 WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has
27 established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain
28 public capital improvements to be constructed by or on behalf of property owners for acquisition by the

FORM APPROVED COUNTY COUNSEL
BY: MCT 10 MAR 22
MICHAEL C. THOMAS DATE

1 County or another public agency (the "Improvements") and improvements eligible for funding from certain
2 development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California
3 Government Code Sections 66000 and following) and other authority providing for the levy of fees on new
4 development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special
5 assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections
6 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations")
7 under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the
8 "1915 Act") upon the security of the unpaid special assessments; and

9 WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part
10 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Mello-
11 Roos Act") is an applicable provision of State law available to, among other things, finance public
12 improvements necessary to meet increased demands placed upon local agencies as a result of development;
13 and

14 WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements
15 through the levy of special taxes and the issuance of Local Obligations under the Mello-Roos Act upon the
16 security of the special taxes; and

17 WHEREAS, the County desires to allow the owners of property being developed within its
18 jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct
19 proceedings and to form community facilities districts ("CFDs") and to issue Local Obligations under the
20 Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts ("Assessment
21 Districts") under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on
22 such properties and Improvements, provided that such Participating Developers voluntarily agree to
23 participate and consent to the levy of such assessments or special taxes, as applicable; and

24 WHEREAS, from time to time when eligible property owners within the jurisdiction of the
25 County elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act
26 and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance
27 Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will
28 levy assessments or special taxes, as applicable on such property within the territory of the County; and

1 WHEREAS, both the Authority and the County are “local agencies” under the Mello-Roos
2 Act; and

3 WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint
4 community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

5 WHEREAS, the County desires to enter into such an agreement with the Authority to
6 authorize the Authority to form CFDs from time to time within the territorial limits of the County to finance
7 Fees payable by such property owners and Improvements; and

8 WHEREAS, there has been presented to this meeting a proposed form of Resolution of
9 Intention to be adopted by the Authority in connection with assessment proceedings (the “ROI”), a copy of
10 which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP
11 (provided that each Participating Developer consents to such assessment) shall be coterminous with the
12 County’s official boundaries of record at the time of adoption of such ROI (the “Proposed Boundaries”),
13 and reference is hereby made to such boundaries for the plat or map required to be included in this
14 Resolution pursuant to Section 10104 of the Streets and Highways Code; and

15 WHEREAS, there has also been presented to this meeting a proposed form of Acquisition
16 Agreement (the “Acquisition Agreement”), a copy of which is attached hereto as Exhibit B, to be approved
17 as to form for use with respect to any Improvements to be constructed and installed by a Participating
18 Developer and for which the Participating Developer requests acquisition financing as part of its SCIP
19 application; and

20 WHEREAS, the County will not be responsible for the conduct of any proceedings; the levy
21 or collection of assessments or special taxes or any required remedial action in the case of delinquencies in
22 such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or
23 any other bonds issued in connection with SCIP; and

24 WHEREAS, the Authority may issue revenue bonds pursuant to the Marks-Roos Local Bond
25 Pooling Act of 1985 (the “Marks-Roos Act”) to acquire Local Obligations and thereby provide the proceeds
26 to finance the Fees and Improvements; and

27 WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least
28 five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this

1 Board concerning the significant public benefits of SCIP and the financing of the Improvements and the
2 public capital improvements to be paid for with the proceeds of Fees;

3 NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors
4 of the County of Riverside, in regular session assembled on March 22, 2022, as follows:

5 Section 1. This resolution shall constitute full “local approval,” under Section 9 of the Joint
6 Powers Agreement, and under the Authority’s Local Goals and Policies (defined below), for the Authority
7 to undertake and conduct proceedings in accordance herewith and under the Mello Roos Act to form CFDs
8 with boundaries that shall be coterminous with the County’s official boundaries of record at the time of
9 such proceedings or any portion thereof (the “Proposed Boundaries”), and to authorize a special tax and to
10 issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners
11 of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in
12 connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the
13 Mello-Roos Act.

14 Section 2. The County hereby consents to the conduct of special assessment proceedings by
15 the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under
16 the 1915 Act on any property within the Proposed Boundaries; provided, that:

17 (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in
18 substantially the form of the ROI;

19 (2) The Participating Developers, who shall be the legal owners of such property at the time
20 of the formation of the Assessment District, execute a written consent to the levy of assessments in
21 connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in
22 compliance with the requirements of Section 4 of Article XIID of the State Constitution;

23 (3) The total assessment for each Assessment District must be less than \$10 million; and

24 (4) Assessment Districts may not be formed to finance Fees collected by and for the County
25 nor to provide funds as a credit to Participating Developers for Fees collected by and for the County.

26 Section 3. The Joint Powers Agreement, together with the terms and provisions of this
27 resolution, shall together constitute a separate joint community facilities agreement between the County
28 and the Authority under the Mello-Roos Act for each CFD formed. As, without this resolution, the

1 Authority has no power to finance County Improvements (as such terms are defined herein) in proceedings
2 under the Act to form the CFD, adoption by the Commission of the Authority of each Resolution of
3 Intention to form a CFD under the Mello-Roos Act to finance County Improvements shall constitute
4 acceptance of the terms hereof by the Authority with respect to such CFD.

5 Section 4. This resolution and the agreement it embodies are determined to be beneficial to
6 the residents/customers of the County and are in the best interests of the residents of the County, and of the
7 future residents of the area within the proposed CFDs and Assessment Districts. The County hereby finds
8 and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in
9 connection with SCIP will provide significant public benefits, including without limitation, savings in
10 effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient
11 delivery of local agency services to residential and commercial development within the County.

12 Section 5. The Authority has adopted Local Goals and Policies as required by Section
13 53312.7 of the Mello-Roos Act. The County approves the use of those Local Goals and Policies in
14 connection with the formation of CFDs. The County hereby agrees that the Authority may act in lieu of the
15 County under those Local Goals and Policies in forming and administering the CFDs, provided that: (1) the
16 maximum bonded indebtedness for each CFD formed pursuant to the authority of this Resolution shall be
17 less than \$10 million; (2) a CFD may not be formed to finance Fees collected by and for the County nor to
18 provide funds as a credit to Participating Developers for Fees collected by and for the County; and (3) the
19 total tax burden for any CFD shall not exceed the limitation provided in the County's goals and policies for
20 land secured financing in effect at the time of adoption of the Resolution of Intention to form such CFD or
21 any Resolution of Consideration to modify a CFD.

22 Section 6. The Authority has prepared and will update from time to time the "SCIP Manual
23 of Procedures" (the "Manual"), and the County will handle funds for Improvements for properties
24 participating in SCIP in accordance with the procedures set forth in the Manual.

25 Section 7. Pursuant to the Mello-Roos Act and this resolution, the Authority may
26 conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the
27 financing of any or all of the facilities set forth on Exhibit C, attached hereto. All of the facilities, whether
28 to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or

1 longer and are facilities that the County or other local public agencies, as the case may be, are authorized
2 by law to construct, own or operate, or to which they may contribute revenue. Exhibit C may be modified
3 from time to time by written agreement between an authorized representative of the Authority and of the
4 County. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by
5 the County are referred to as the "County Improvements."

6 Section 8. For Fees paid or to be paid to another agency by any particular CFD
7 (an "Other Local Agency"), the Authority will obtain the written consent of that Other Local Agency before
8 issuing Local Obligations to fund such Fees, as required by the Mello-Roos Act. For the Improvements to
9 be owned by an Other Local Agency, the Authority will separately identify them in its proceedings, and
10 will enter into a joint community facilities agreement with such Other Local Agency prior to issuing Local
11 Obligations to finance such Improvements, as required by the Mello-Roos Act. Each joint community
12 facilities agreement with each Other Local Agency will contain a provision that the Other Local Agency
13 will provide indemnification to the County to the same extent that the County provides indemnification to
14 the Other Local Agency under the terms of this resolution.

15 Section 9. At the time of formation of each CFD, the County will certify to the
16 Commission of the Authority that all of the County Improvements are necessary to meet increased demands
17 placed upon the County as a result of development occurring or expected to occur within the proposed
18 CFDs in the form attached hereto as Exhibit D. Any appropriate officer or staff of the County is authorized
19 to execute and deliver such certificate in substantially the form attached hereto as Exhibit D, with such
20 changes as such signatory shall approve. Joint community facilities agreements with other local agencies
21 will each contain a requirement that each Other Local Agency will make identical certification in connection
22 with respect to the Improvements to be owned by, and Fees paid or to be paid to, such Other Local Agency
23 equivalent to that made by the County in this paragraph.

24 Section 10. The Authority will apply the special tax collections initially as required by
25 the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in
26 the Local Obligations documents, may pay its own reasonable administrative costs incurred in the
27 administration of the CFDs. The Authority will remit any special tax revenues from any particular CFD
28 remaining after the final retirement of all related Local Obligations to the County and to the other local

1 agencies in the proportions specified in the Authority's proceedings. The County will apply any such
2 special tax revenues it receives for authorized County Improvements and its own administrative costs only
3 as permitted by the Mello-Roos Act. The joint community facilities agreements with each Other Local
4 Agency must require the Other Local Agency to apply the special tax revenues they receive for their
5 authorized Improvements and Fees under the CFDs and for their own related administrative costs only as
6 permitted by the Mello-Roos Act.

7 Section 11. The Authority will administer the CFDs, including employing and paying all
8 consultants, annually levying the special tax and all aspects of paying and administering the Local
9 Obligations, and complying with all State and Federal requirements appertaining to the proceedings,
10 including the requirements of the United States Internal Revenue Code. The County will cooperate fully
11 with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information
12 is required of the County to enable the Authority to perform its disclosure and continuing disclosure
13 obligations with respect to the Local Obligations and any revenue bonds, although the County will not
14 participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a
15 party to the agreement embodied by this resolution) nor will the County be or be considered to be an issuer
16 of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent
17 to this paragraph in all joint community facilities agreements with each Other Local Agency.

18 Section 12. In the event the Authority completes issuance and sale of Local Obligations,
19 and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish
20 and maintain a special fund for each development project (the "Acquisition and Construction Fund"). The
21 portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees
22 shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will
23 be available both for County Improvements and for the Improvements and Fees pertaining to each Other
24 Local Agency. Subaccounts shall be created as necessary.

25 Section 13. As respects the Authority and each Other Local Agency, the County agrees
26 to fully administer, and to take full governmental responsibility for, the construction or acquisition of the
27 County Improvements including but not limited to environmental review, approval of plans and
28 specifications, bid requirements, performance and payment bond requirements, insurance requirements,

1 contract and construction administration, staking, inspection, acquisition of necessary property interests in
2 real or personal property, the holding back and administration of retention payments, punch list
3 administration, and the Authority and each Other Local Agency shall have no responsibility in that regard.
4 The County reserves the right, as respects each Participating Developer, to require the Participating
5 Developer to contract with the County to assume any portion or all of this responsibility. The Authority is
6 required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with
7 each Other Local Agency.

8 Section 14. The County agrees to indemnify and to hold the Authority, its other members,
9 and its other members' officers, agents and employees, and each Other Local Agency and their officers,
10 agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and
11 damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction
12 and installation of the County Improvements. The County reserves the right, as respects each Participating
13 Developer, to require the Participating Developer to assume by contract with the County any portion or all
14 of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all
15 joint community facilities agreements with each Other Local Agency naming the County and its officers,
16 agents and employees as Indemnified Parties with respect to each Other Local Agency's respective
17 Improvements and the improvements to be constructed or acquired with each Other Local Agency's Fees.

18 Section 15. As respects the Authority and each Other Local Agency, the County agrees –
19 once the County Improvements are constructed according to the approved plans and specifications, and the
20 County and the Participating Developer have put in place their agreed arrangements for the funding of
21 maintenance of the County Improvements – to accept ownership of the County Improvements, to take
22 maintenance responsibility for the County Improvements, and to indemnify and hold harmless the
23 Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising
24 out of the use and maintenance of the County Improvements. The County reserves the right, as respects the
25 Participating Developer, to require the Participating Developer by contract with the County to assume any
26 portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this
27 paragraph in all joint community facilities agreements with each Other Local Agency naming the County
28 and its officers, agents and employees as Indemnified Parties.

1 Section 16. Except as provided in Sections 13, 14, and 15 above, the Authority agrees to
2 indemnify and hold the County and its officers, agents and employees harmless from any claims, suits and
3 damages (including costs and reasonable attorneys' fees) arising out of the County's participation in SCIP.

4 Section 17. The County acknowledges the requirement of the Mello-Roos Act that if the
5 County Improvements are not completed prior to the adoption by the Commission of the Authority of the
6 Resolution of Formation of the CFD for each respective development project, the County Improvements
7 must be constructed as if they had been constructed under the direction and supervision, or under the
8 authority of, the County. The County acknowledges that this means all County Improvements must be
9 constructed under contracts that require the payment of prevailing wages as required by Section 1720 and
10 following of the Labor Code of the State of California. The Authority makes no representation that this
11 requirement is the only applicable legal requirement in this regard. The County reserves the right, as respects
12 the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the
13 Participating Developer.

14 Section 18. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby
15 approved, and the County Executive Officer or such officer's designee (the "Authorized Officer") is
16 authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of
17 the County in substantially that form, with such changes as shall be approved by the Authorized Officer
18 after consultation with the County Counsel and the Authority's bond counsel, such approval to be
19 conclusively evidenced by the execution and delivery thereof.

20 Section 19. After completion of the County Improvements and appropriate arrangements
21 for the maintenance of the County Improvements, or any discrete portion thereof as provided in Section
22 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the County, and
23 in conjunction with the County's acceptance thereof, acquisition of the County Improvements shall be
24 undertaken as provided in the Acquisition Agreement.

25 Section 20. The County hereby consents to the formation of the CFDs in accordance with
26 this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting
27 the CFDs with the understanding that the Authority will hereafter take each and every step required for or
28 suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and

1 the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the County and
2 without binding or obligating the County's general fund or taxing authority.

3 Section 21. The terms of the Agreement embodied by this resolution may be amended by
4 a writing duly authorized, executed and delivered by the County and the Authority, except that no
5 amendment may be made after the issuance of the Local Obligations by the Authority that would be
6 detrimental to the interests of the bondholders without complying with all of the bondholder consent
7 provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the
8 issuance, delivery and administration of all outstanding Local Obligations.

9 Section 22. Except to the extent of the indemnifications extended to each Other Local
10 Agency in the Agreement embodied by this resolution, and the County's agreement to take responsibility
11 for and ownership of the County Improvements, no person or entity, including the Participating Developer,
12 shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either
13 express or implied) is intended to confer upon any person or entity other than the Authority and the County
14 (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by
15 reason of this resolution.

16 Section 23. The County shall be identified as a third-party beneficiary of all joint
17 community facilities agreements between the Authority and each Other Local Agency to the extent of the
18 indemnification provisions and the provisions whereby each Other Local Agency agrees to take
19 responsibility for and ownership of their Improvements.

20 Section 24. The appropriate officials and staff of the County are hereby authorized and
21 directed to make SCIP applications available to all property owners who are subject to Fees for new
22 development within the County and/or who are conditioned to install Improvements and to inform such
23 owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing
24 such applications and related materials at its own expense. The staff persons listed on the attached Exhibit
25 E, together with any other staff persons chosen by the County Executive Officer from time to time, are
26 hereby designated as the contact persons for the Authority in connection with SCIP.

27 Section 25. The appropriate officials and staff of the County are hereby authorized and
28 directed to execute and deliver such closing certificates, requisitions, agreements and related documents,

1 including but not limited to such documents as may be required by bond counsel in connection with the
2 participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements
3 and/or to levy and collect fees on new development to pay for public capital improvements within the
4 jurisdiction of the County, as are reasonably required by the Authority in accordance with the Manual to
5 implement SCIP and to evidence compliance with the requirements of federal and state law in connection
6 with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and
7 pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit E, or other staff person
8 acting in the same capacity for the County with respect to SCIP, are hereby authorized and designated to
9 declare the official intent of the County with respect to the public capital improvements to be paid or
10 reimbursed through participation in SCIP.

11 Section 26. This Resolution shall take effect immediately upon its adoption. The Clerk of
12 the Board of Supervisors of the County of Riverside is hereby authorized and directed to transmit a certified
13 copy of this resolution to the Secretary of the Authority. This resolution shall remain in force with respect
14 to any Assessment District and CFD formed until all Local Obligations have been retired and the authority
15 to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any
16 assessment proceedings has ended or is otherwise terminated.

17
18 ROLL CALL:

19 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
20 Nays: None
21 Absent: None

22 The foregoing is certified to be a true copy of a resolution
23 duly adopted by said Board of Supervisors on the date therein set
24 forth.

25 Kecia R. Harper, Clerk of said Board

26
27
28
By 
Deputy

EXHIBIT A TO THE RESOLUTION

FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA

RESOLUTION NO. __ SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. __ ([NAME OF PROJECT]) [CITY OF _____], [COUNTY OF _____], APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the "Code"), the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements (the "Improvement Fees") and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County of __] or another local agency (the "Improvements") as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____] (the "Assessment District");

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled "Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____], State of California," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____], State of California";

WHEREAS, the [City/County of __] is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

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

Section 1. The above recitals are true and correct.

Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the Code, the

Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.

The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this ___ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____, 20__.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District and/or public capital improvements to be acquired and owned by the County of [] or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [Project Name], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION

FORM OF ACQUISITION AGREEMENT

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM**

ACQUISITION AGREEMENT

**BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
[DEVELOPER]**

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the COUNTY OF RIVERSIDE, (the "Local Agency"), and [DEVELOPER], a [*indicate type of legal entity*] (the "Developer").

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority") and its Statewide Community Infrastructure Program ("SCIP"). [*For CFDS:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the "Act"). On _____, 20[], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the "District") within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On _____, 20[], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the "District") which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act" and, together with the "1913 Act" the "Act").]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the "Available Amount".

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to

be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “[Local Agency] Acquisition and Construction Fund” established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer’s cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer’s cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [_____], 20[].

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital E.

“Bonds” means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

“Code” means the Streets and Highways Code or the Government Code of the State of California, as applicable.

“Developer” means [*Developer*], its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof

in substantially the form contained in Exhibit B hereto.

“District” shall have the meaning assigned to the term in Recital C.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means the County of Riverside.

“Local Agency Engineer” means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Participation in SCIP. [*For CFDs:*][The Local Agency has entered into a Joint Community Facilities Agreement with the Authority for the purpose of accepting applications from time to time of developers within the Local Agency’s jurisdictional boundaries.] Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition Account (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Deposit and Use of Available Amount.

Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition Account.

The Authority will cause the SCIP Trustee to establish and maintain an account (the “Acquisition Account”) for the purpose of holding all funds for the Acquisition Improvements.

All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement is has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition Account at the time such payment is requested.

Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local

Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

MISCELLANEOUS

Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement,

including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

County of Riverside
[Address to come]

If to the Developer:

[Developer]
[Address to come]

Either party may change its address by giving notice in writing to the other party.

Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

COUNTY OF RIVERSIDE

By: _____
County Executive Officer

ATTEST:
Clerk of the Board of Supervisors
County of Riverside

By: _____

[DEVELOPER],
a [*indicate type of legal entity*]

By: _____
(Signature)

(Print Name)

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[To be completed based on Final Engineer's Report]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

<u>ACQUISITION IMPROVEMENTS</u>	<u>TOTAL AMOUNT*</u>
<input type="checkbox"/>	\$ <input type="checkbox"/>
<input type="checkbox"/>	\$ <input type="checkbox"/>

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
777 S. Figueroa St., Suite 3200
Los Angeles, California 90017
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the COUNTY OF RIVERSIDE hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the COUNTY OF RIVERSIDE, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Acquisition Account listed above in the amount listed above.

COUNTY OF RIVERSIDE

By: _____

Title: _____

EXHIBIT C TO THE RESOLUTION

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and

other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D TO THE RESOLUTION

FORM OF INCREASED DEMANDS CERTIFICATE

To: California Statewide Communities Development Authority

Re: Statewide Community Infrastructure Program – Community Facilities District for
[Project]

The undersigned, a duly authorized officer of the COUNTY OF RIVERSIDE (the “Local Agency”) hereby certifies that the public capital improvements identified below are necessary to meet increased demands placed upon the Local Agency as a result of development within the proposed community facilities district for the [Project]:

[List improvements/fees here]

COUNTY OF RIVERSIDE

By: _____

Title: _____

EXHIBIT E TO THE RESOLUTION

COUNTY OF RIVERSIDE CONTACTS FOR SCIP PROGRAM

Primary Contact

Name: Jarvyk Punzalan

Title: Associate Management Analyst - CFD/AD Coordinator

Mailing Address: County Executive Office, 4080 Lemon Street, 4th Floor, Riverside, CA 92501

E-mail: JPunzalan@rivco.org

Telephone: (951) 955-1133

Secondary Contact

Name: Imelda Delos Santos

Title: Principal Management Analyst

Mailing Address: County Executive Office, 4080 Lemon Street, 4th Floor, Riverside, CA 92501

E-mail: idelossantos@rivco.org

Telephone: (951) 955-5733

Additional Contact

Name: Don Kent

Title: Director of Finance

Mailing Address: County Executive Office, 4080 Lemon Street, 4th Floor, Riverside, CA 92501

E-mail: drkent@rivco.org

Telephone: (951) 955-1110

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Clerk of the Board of Supervisors of the County of Riverside, do hereby certify that the foregoing Resolution No. 2022-080 was duly adopted at a regular meeting of the Board of Supervisors of the County of Riverside duly and regularly held at the regular meeting place thereof on the 22nd day of March, 2022, of which meeting all of the members of said Board of Supervisors had due notice and at which a majority thereof were present.

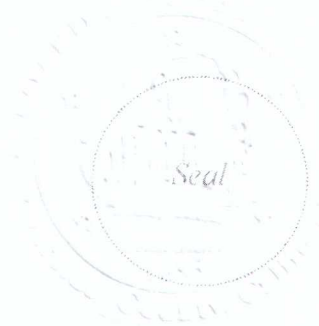
An agenda of said meeting was posted at least 72 hours before said meeting at 4080 Lemon Street, Riverside, Ca. 92551, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in *The Press-Enterprise* at least 5 days prior to the hearing.

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

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

Dated: March 22, 2022



Keena R. Harper

Clerk of the Board of Supervisors
County of Riverside

By: *Spencer Raso*
DEPUTY

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOH - Statewide Community Infrastructure Program /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

03/17/2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: March 17, 2022
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE
PO BOX 1147
RIVERSIDE, CA 92502

Ad Number: 0011523829-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY

NOTICE IS HEREBY GIVEN that on **Tuesday, March 22, 2022**, a public hearing will be held so that the County of Riverside (the "County") may consider participating in the Statewide Community Infrastructure Program of the California Statewide Communities Development Authority. Participation in said program will enable property owners to finance public capital improvements on new development. Said public capital improvements, if financed, will be among the public capital improvements required in connection with a given development project which will serve the County, and which will be of a type and nature authorized under the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California and of the type and nature authorized under the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following). Participation in said program does not itself authorize the County to impose additional public capital improvements on any property owner.

The hearing will commence at **9:30 a.m.**, or as soon thereafter as the matter can be heard, and will be held at 4080 Lemon Street, in the County Administrative Center Board Room Chambers, 1st Floor, Riverside, California. Interested persons wishing to express their views on the County's participation in the SCIP program and the financing of public capital improvements as described above will be given an opportunity to do so at the public hearing or may, prior to the time of the hearing, submit written comments to 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147, Attention: Clerk of the Board of Supervisors.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1069, at least 72 hours prior to hearing.

Dated: March 14, 2022
KECIA R. HARPER, Clerk of the Board
By: Zuly Martinez, Board Assistant
Press-Enterprise: 3/17

E.O.

3/22/22

Item 19.1

Boydd, April

From: cob@rivco.org
Sent: Monday, March 21, 2022 5:34 PM
To: COB; jhamill@cscda.org
Subject: Board comments web submission

CAUTION: This email originated externally from the Riverside County email system. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.



First Name: James
Last Name: Hamill
Address (Street, City and Zip): 1700 N. Broadway, Suite 405
Phone: 925-476-5644
Email: jhamill@cscda.org
Agenda Date: 03/22/2022
Agenda Item # or Public Comment: 19.1
State your position below: Support
Comments: Only wish to speak if requested by Don Kent.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID # 864 4411 6015 . Password is 20220322 . You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.