



**MEMORANDUM**  
**COUNTY EXECUTIVE OFFICE**  
**ADMINISTRATION**  
County of Placer

**TO:** Honorable Board of Supervisors  
**FROM:** David Boesch, County Executive Officer  
By: Michele Kingsbury, Principal Management Analyst  
**DATE:** July 26, 2016  
**SUBJECT:** Statewide Community Infrastructure Program

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**ACTION REQUESTED**

1. Receive a staff report on the Statewide Community Infrastructure Program.
2. Conduct a Public Hearing on the proposed adoption of the Statewide Community Infrastructure Program.
3. Adopt a Resolution authorizing the County of Placer to join the Statewide Community Infrastructure Program; authorize the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments within the territory of unincorporated Placer County; approve the form of Acquisition Agreement for use when applicable; authorize and direct the County Executive Office staff to process applications for the program; and authorize the County Executive Officer or designee to sign applications for participation in the program.
4. Adopt a Resolution approving changes to the Placer County Bond Screening Committee Rules and Procedures to implement the Statewide Community Infrastructure Program.

**BACKGROUND**

One of the highlighted Executive Office initiatives is to support economic development efforts. As the economy has emerged from the recession, County staff continues to seek partnerships with local and regional efforts to promote business investment and job growth as well as look for other opportunities to streamline business investment in Placer County. One potential tool to support economic development that is used throughout the region is the participation in the Statewide Community Infrastructure Program (SCIP). SCIP provides a pooled tax-exempt bond financing program for development impact fees and public infrastructure improvement costs, such as roads, water, sewer, storm drainage, and parks for commercial, industrial, retail and multi and single family residential developments. SCIP is administered by the California Statewide Communities Development Authority (CSCDA), a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. CSCDA issues 30-year bonds, secured by property owner assessments. Any city, county or special district in California may join CSCDA and participate in SCIP. Local agencies in the region that utilize SCIP include the County of El Dorado, the South Placer Municipal Utilities District, and the Cities of Roseville, Rocklin, Lincoln and West Sacramento. The County of Placer is a member of CSCDA.

CSCDA primarily utilizes the assessment district format, handling all of the proceedings for the formation of assessment districts, levy of assessments, issuance of bonds and administration of collections and enforcement. The duties of local agency staff are reduced primarily to informing developers of SCIP, confirming project status, approving projects for use of SCIP financing, and collecting assessments on the tax roll. The Municipal Improvement Acts of 1913 and 1915 permit cities and counties to establish assessment districts, levy special taxes and issue bonds. On

behalf of its member local governments, CSCDA and SCIP utilize these same authorities to establish and manage assessment districts. CSCDA levies assessments on project parcels in an assessment district set up for the specific county in which the project is located. The assessments are billed on the county property tax roll, and the annual assessment installments are calculated to be sufficient to pay annual debt service on the bonds, along with the administrative costs of SCIP, and the County's costs of collecting assessments on the tax roll.

As an example, SCIP can finance projects as small as \$500,000 where it would be too expensive to form a stand-alone assessment district, pooling them together with other small projects for a bond issuance. All improvements and development impact fees eligible under the applicable laws are eligible for financing through SCIP, on a reimbursement or advance funding basis. The SCIP program staff determines eligibility up front.

SCIP can be molded to the County's needs and used for a single fee or all eligible impact fees. The program can directly prepay development fees, or reimburse the developer after fee payment. Under the fee reimbursement program, the project developer pays the fees up front, prior to bond issuance, to the County, which then transfers the funds to SCIP for deposit in the County's SCIP account. The County may then request those funds to make authorized fee expenditures. Once the proceeds of the bond sale are available, the developer may apply for reimbursement of fees. If bonds are never issued, or for any reason reimbursement is not made, SCIP will return the fees to the County, ensuring that the County is never at risk for the receipt of the fees.

Under the fee pre-funding program, the fees are funded from bond proceeds, prior to the developer paying them. The funds are immediately available to the County to make authorized fee expenditures. In both these fee payment programs, the County gains immediate access to the funds and the developer never has to pay out-of-pocket for any fees.

Participation in SCIP would give the County a turnkey means to offer a competitive financing mechanism, with minimal staff costs, so that developers of projects with a public benefit can ultimately translate the financing into competitive interest rates and lower costs.

Benefits to the property owner of participation in SCIP include:

- Only property owners who choose to participate will have assessments imposed on their property.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing, freeing up capital for other purposes.
- The property owner can choose to pay off the special assessments at any time.
- Owners of smaller projects, both residential and commercial, have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to absorb the cost of issuance for the formation of an assessment or community facilities district could reasonably access to tax-exempt financing.

Benefits to the County participation in SCIP include:

- As in conventional assessment financing, the County is not liable to repay the bonds issued by CSCDA or the assessments imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions.

- The SCIP provides a mechanism for smaller projects (either residential or commercial) to access bond financing.

### **Bond Screening Committee**

The Bond Screening Committee discussed the SCIP program in depth at their meetings on February 2 and February 22, 2016. While the County can consider the issuance of debt for smaller projects, in order to spread the cost of issuance for bonds, several smaller projects may need to be pooled together to justify the cost to develop. Since the pipeline of smaller projects that seek such financing is not steady, there may be delays in the ability to pool enough projects to provide for a sufficient bond size to support projects. Since the SCIP program is statewide, the program quarterly considers pooling project financing needs for bond issuances providing for a steady opportunity for projects to access capital. As a result, the Committee recommends adoption of SCIP, with a recommendation that a new chapter, Chapter X (Attachment 1), be included in the Bond Screening Rules and Procedures outlining the County's process to support projects seeking SCIP financing. All projects seeking SCIP financing would be reviewed by the Bond Screening Committee to ensure consistency with the goals and objectives of the County's land secured debt financing policies.

The proposed resolution (Attachment 2) authorizes CSCDA to accept applications from owners of property within the County of Placer planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts within Placer County's boundaries, conduct assessment proceedings and levy assessments against the property of participating owners. It approves the form of an Acquisition Agreement, attached to the resolution as Exhibit B, to be entered into between the County and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. The resolution also authorizes and directs the County Executive Officer, or designee, to process and approve SCIP applications. Exhibit C identifies Placer County staff contacts for SCIP. Finally, the resolution to adopt SCIP authorizes miscellaneous related actions and makes certain findings and determinations required by law.

Attached to the resolution as Exhibit A is a "Form of Resolution of Intention to be adopted by CSCDA". This is provided for informational purposes only and does not require action by this Board.

A Notice of Public Hearing to adopt this program must be published once in a newspaper of general circulation, at least 5 calendar days prior to the meeting date. To conform to this requirement, a Notice of Public Hearing was published in the Sacramento Bee on July 18, 2016 for this item.

### **FISCAL IMPACT**

There is no impact to the County's General Fund to support this program.

### **ATTACHMENTS**

Attachment 1: Resolution authorizing the County to join the Statewide Communities Infrastructure Program

Attachment 2: Resolution adopting additions and changes to the Bond Screening Committee Rules and Procedures

**Before the Board of Supervisors  
County of Placer, State of California**

**In the matter of:**

A RESOLUTION 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 WITHIN THE TERRITORY OF COUNTY OF PLACER; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AUTHORIZING THE COUNTY EXECUTIVE OFFICER OR DESIGNEE TO APPROVE APPLICATIONS AND OTHER RELATED DOCUMENTS TO IMPLEMENT THE PROGRAM; AND AUTHORIZING RELATED ACTIONS.

Resolution No.: \_\_\_\_\_

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of said Board

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WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including County of Placer (the "County"); and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the 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") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the County or another public agency (the "Improvements"); and

WHEREAS, the County desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and to issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the County elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the County;

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

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

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

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Board concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

WHEREAS, the Authority shall collect a fee of up to 1.5% of the bond amount, for costs incurred, to be paid to the County upon issuance of bonds;

BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California, as follows:

Section 1. The County hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that

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

(2) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 2. The County hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the County.

Section 3. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the County will handle Fee revenues

and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved, and the Chairperson of the Board of Supervisors is authorized to execute and the Clerk of the Board of Supervisors is authorized to attest the execution of a completed Acquisition Agreement in substantially said form and pertaining to the Improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the County are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the County and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the County Executive Officer from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The County Executive Officer of the County, or designee, is hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the County, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the County with respect to SCIP, are hereby authorized and designated to declare the official intent of the County with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

Exhibit A - FORM OF RESOLUTION OF INTENTION TO BE ADOPTED BY CSCDA  
Exhibit B – FORM OF ACQUISITION AGREEMENT  
Exhibit C - COUNTY OF PLACER CONTACTS FOR SCIP PROGRAM

**EXHIBIT A TO THE RESOLUTION**

FORM OF RESOLUTION OF INTENTION  
TO BE ADOPTED BY CSCDA

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. \_\_\_\_\_ (COUNTY OF \_\_\_\_\_, CALIFORNIA), 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 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 capital improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the "Fees") and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the County or another local agency (the "Improvements"), all of which are of benefit to the property within the proposed Assessment District No. \_\_\_\_\_ (County of \_\_\_\_\_, California) (the "Assessment District"); and

WHEREAS, the Commission finds that the land specially benefited by the Fees and the Improvements is shown within the boundaries of the map entitled "Proposed Boundaries of Assessment District No. \_\_\_\_\_ (County 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 "Assessment District No. \_\_\_\_\_ (County of \_\_\_\_\_, California)";

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

1. The above recitals are true and correct, and the Commission so finds and determines.
2. 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 California Streets and Highways Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.
3. The Commission has or will designate 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 Streets and Highways Code, as supplemented by Section 4 of Article XIID of the California Constitution.
4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways 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.
5. The Commission determines that the cost of the Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Fees and the provision of the Improvements. 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 payment of the Fees and the provision of the Improvements.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways 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.

7. 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, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. 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, Division 10, of the Streets and Highways Code of the State of California.

9. 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.

10. The amount of any surplus remaining in the improvement fund after payment of the Fees, acquisition of the Improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any 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.

[End of Form of Resolution of Intention]

**EXHIBIT B TO THE RESOLUTION**

FORM OF ACQUISITION AGREEMENT

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CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

**ACQUISITION AGREEMENT**

BY AND BETWEEN  
COUNTY OF PLACER  
AND  
[DEVELOPER]

Dated as of \_\_\_\_\_, 20\_\_

## ACQUISITION AGREEMENT

### Recitals

- A. The parties to this Acquisition Agreement (the "Agreement") are COUNTY OF PLACER, (the "Local Agency"), and [DEVELOPER], a [here indicate type of legal entity] (the "Developer").
- B. The effective date of this Agreement is \_\_\_\_\_, 20\_\_.
- C. The Developer has applied for financing of certain public capital improvements (the "Acquisition Improvements") and capital facilities fees through the Statewide Community Infrastructure Program ("SCIP") administered by the California Statewide Communities Development Authority (the "Authority") and such application has been approved by the Local Agency.
- D. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the "Available Amount".
- E. SCIP 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 are descriptions of the Acquisition Improvements, which descriptions are subject to modification by written amendment of this Agreement, subject to the approval of the Authority.
- F. 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.
- G. 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.
- H. In consideration of Recitals A through G, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

### Agreement

## DEFINITIONS; ASSESSMENT 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 in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

"Acquisition Improvements" shall have the meaning assigned to such term in Recital C and are described in Exhibit A.

"Acquisition Price" means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

"Actual Cost" means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

"Actual Cost Certificate" shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of \_\_\_\_\_, 20\_\_.

"Assessment District" means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

"Authority" means the California Statewide Communities Development Authority.

"Available Amount" means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

"Code" means the Streets and Highways Code of the State of California.

"Developer" means [Developer], a [here indicate type of legal entity].

"[Developer] Acquisition Account" means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

"Local Agency" means County of Placer.

"Local Agency Engineer" means the Director of Public Works of the Local Agency (the "Director") or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Project" means the land development program of the Developer pertaining to the Developer's property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

"SCIP" means the Statewide Community Infrastructure Program of the Authority.

"SCIP Requisition" means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

"SCIP Trust Agreement" means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

"SCIP Trustee" means Wells Fargo Bank, National Association, as trustee under the SCIP Trust Agreement.

"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) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Participation in SCIP. 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 Developer Acquisition Account, 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 [Developer] Acquisition Account.

The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed 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 [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) (i) shall be applied to pay the costs of any additional 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 as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment 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. State law requires that all Acquisition Improvements shall be constructed as if they were constructed under the direction and supervision 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 guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed 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 Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvement, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and 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 the related Acquisition Improvement, 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 such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] 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 [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] 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 [Developer] Acquisition Account at the time such payment is requested.

Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for an Acquisition Improvement shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvement is all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior 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 as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

The Developer shall be current in the payment of all due and payable property taxes and installments for the special assessments of the Assessment District on property owned by the Developer or under option to the Developer.

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 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 Placer  
175 Fulweiler Avenue  
Auburn, CA 95603

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 REST 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 PLACER

ATTEST:

Clerk of the Board of Supervisors  
County of Placer

By \_\_\_\_\_  
Chairman of the Board of Supervisors

By \_\_\_\_\_

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

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**EXHIBIT A TO THE ACQUISITION AGREEMENT**

**DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS**

<u>ACQUISITION IMPROVEMENTS</u>	<u>BUDGETED AMOUNTS</u>
1.	\$
2.	
3.	
4.	

**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: Justin Gagnon  
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the COUNTY OF PLACER 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 [Developer] 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 COUNTY OF PLACER, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above.

COUNTY OF PLACER

By: \_\_\_\_\_

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

**EXHIBIT C TO THE RESOLUTION**

COUNTY OF PLACER CONTACTS FOR SCIP PROGRAM

**Primary Contact**

Name: Michele Kingsbury

Title: Principal Management Analyst,

Mailing Address: 175 Fulweiler Avenue, Auburn, CA 95603

E-mail: [mkingsbu@placer.ca.gov](mailto:mkingsbu@placer.ca.gov)

Telephone: (530) 886-4614

Fax: (530) 889-4023

**Secondary Contact**

Name: Andy Heath

Title: Assistant County Executive Officer

Mailing Address: 175 Fulweiler Avenue, Auburn, CA 95603

E-mail: [aheath@placer.ca.gov](mailto:aheath@placer.ca.gov)

Telephone: (530) 889-4042

Fax: (530) 889-4023

**[Add additional contacts as needed]**

**CERTIFICATION OF RESOLUTION**

I, the undersigned, the duly appointed and qualified Clerk of the Board of Supervisors of County of Placer, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a regular meeting of the Board of Supervisors of County of Placer duly and regularly held at the regular meeting place thereof on the 26th day of July, 2016, 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 \_\_\_\_\_, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

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: \_\_\_\_\_, 2016

\_\_\_\_\_  
Clerk of the Board of Supervisors  
County of Placer

By: \_\_\_\_\_

[Seal]

**Before the Board of Supervisors  
County of Placer, State of California**

**In the matter of:**

A RESOLUTION ADOPTING ADDITIONS AND  
CHANGES TO THE RULES AND PROCEDURES OF  
THE BOND SCREENING COMMITTEE FOR  
PARTICIPATION IN THE STATEWIDE COMMUNITY  
INFRASTRUCTURE PROGRAM

Resolution No.: \_\_\_\_\_

The following Resolution was duly passed by the Board of Supervisors of the County of  
Placer at a regular meeting held \_\_\_\_\_, by the following  
vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of said Board

---

WHEREAS, on December 6, 2011, by Resolution No. 2011-32, the Board of  
Supervisors adopted the Rules and Procedures of the Bond Screening Committee;

BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California,  
that the hereby amends the Placer County Bond Screening Committee Rules and

Procedures as set forth in the attached Exhibit A to implement the Statewide Community Infrastructure Program.

BE IT FURTHER RESOLVED, that this Resolution and the above noted additions and corrections to the Bond Screening Committee Rules and Procedures shall be effect immediately after the date of adopt of this Resolution.

Exhibit A - ADDITION OF CHAPTER IV TO THE BOND SCREENING COMMITTEE RULES AND PROCEDURES

**Exhibit A**  
**ADDITION OF CHAPTER IV TO THE BOND SCREENING COMMITTEE RULES AND PROCEDURES**  
**(This Chapter represents a new chapter to be added to the Bond Screening Committee Rules and Procedures)**

**CHAPTER X – STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM**

**Section 1. Program**

The California Statewide Communities Development Authority (CSCDA) is a joint-powers authority. CSCDA operates the Statewide Community Infrastructure Program (SCIP) to provide a method for bundling infrastructure projects for tax-exempt bond financing. For as long as the County of Placer remains a member of the CSCDA and has adopted the resolutions necessary to participate in SCIP, projects applying for SCIP financing will not be subject to Bond Screening Committee Rules and Procedures, except where specifically noted, and instead Chapter X- Statewide Community Infrastructure Program Sections 1-6 shall apply to projects seeking to utilize SCIP financing.

**Section 2. Application Review**

The Bond Screening Committee shall review all applications for SCIP financing.

**Section 3. Development Impact Fees**

Developer shall submit a request to the County outlining the type of fees and infrastructure proposed to be financed through SCIP. The County shall review and determine at its sole discretion the types of fees it supports for financing through SCIP. When the developer proposes to utilize SCIP financing for other agency fees, the County may work cooperatively with other agencies to support collection and financing of all the fees for the project.

**Section 4. Public Benefit**

The developer shall submit a written statement outlining the public benefits of the project financing that warrant SCIP participation. The Committee shall review projects proposing to utilize SCIP financing for general public benefit, and make a finding regarding the public benefit provided by the project financing.

**Section 5. Maximum Tax**

Projects proposing to utilize SCIP financing are subject to Chapter IVV-Project Requirements, Section 4, A and B of the Bond Screening Committee Rules and procedures. The Committee shall review and provide a recommendation to the County Executive Officer on all projects that propose to exceed 1.8% of the market price of subject parcels as defined in Chapter IV for all assessments and special taxes defined in Chapter IV, Section 4.

**Section 6. Cost Recovery**

A pre-application and processing deposit will be required in the amount of \$5,000. The deposit will be placed in an interest bearing trust account and handled in a manner consistent with practices defined in Chapter VII - FEES, Section 2.

The County may charge up to 1.5% of the total amount proposed for bond financing for costs incurred, less the deposit expended, to be included in the table of costs of bond financing.

Other fees may apply to reimburse the County for administration and processing costs.