

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

REGULAR MEETING *TELECONFERENCE MEETING NOTICE and AGENDA*** LOCATIONS LISTED BELOW**

**10:30 A.M.
Thursday, December 12, 2013
Teleconference Phone Information
(712) 432-0075 - Conference Code: 514901**

Call to Order and Roll Call Statement of Disclosure

Approval of Minutes

1. Approve the Regular Meeting Minutes of December 5, 2013.

Action Items

2. Approve Resolution 13-58 Authorizing and Approving the Execution and Delivery of a Loan Agreement and Related Documents for the Benefit of Marin Country Day School and Other Matters Related Thereto.
3. Approve Resolution 13-59 Approving Associate Membership of the City of Lemon Grove in the California Enterprise Development Authority and the Execution of Associate Membership Agreements Relating to said Associate Memberships.
4. Approve \$10,000 Sponsorship of CALED Annual Conference on April 7-9, 2014.
5. Approve \$5,000 to fund scholarships to defray the cost of attending the CALED Annual Conference for individuals from CEDA member jurisdictions that could not otherwise attend the CALED Annual Conference.
6. Approve amendments to CEDA Management Agreement and Budget.

Public Comment

Chair Report

PACE Report

Other Business

Adjournment

Members of CEDA and members of the public may access this meeting at the following locations:

California Association for Local
Economic Development
550 Bercut Drive, Suite G
Sacramento, CA 95811

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

City of Eureka City Hall
531 K Street
Eureka, CA 95501

City of Selma
1710 Tucker St.
Selma, CA 93662

Tuolumne County EDA
99 North Washington St.
Sonora, CA 95370

Economic Development Collaborative-
Ventura County
1601 Carmen Drive, #215
Camarillo, CA 93010

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

Los Angeles EDC
444 S. Flower St., 37th Floor
Los Angeles, CA 90071

City of Vista
200 Civic Center Dr.
Vista, CA 92084

This agenda can be obtained at www.ceda.caed.org. The California Enterprise Development Authority complies with the Americans with Disabilities Act (ADA) by ensuring that the facilities are accessible to persons with disabilities and by providing this notice and information in alternative formats when requested. If you need further assistance, you may contact us before the meeting at (916) 448-8252, ext. 12.

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

MINUTES

Regular Meeting

***TELECONFERENCE MEETING ***

CEDA BOARD OF DIRECTORS

Thursday, December 5, 2013

Teleconference Locations

California Association for Local Economic Development
550 Bercut Drive, Suite G
Sacramento, CA 95811

City of Selma
1710 Tucker St.
Selma, CA 93662

Los Angeles EDC
444 S. Flower St., 37th Floor
Los Angeles, CA 90071

City of Vista
200 Civic Center Dr.
Vista, CA 92084

City of Eureka City Hall
531 K Street
Eureka, CA 95501

Tuolumne County EDA
99 North Washington St.
Sonora, CA 95370

Economic Development Collaborative-Ventura County
1601 Carmen Drive, #215
Camarillo, CA 93010

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

Call to Order

Gurbax Sahota Board Chair of the California Enterprise Development Authority, called the meeting to order at 10:35 am.

Roll Call

Members Present: Larry Cope (10:40)
DB Heusser
Carrie Rogers (non-voting)
Gurbax Sahota
Randy Starbuck (non-voting)
Bruce Stenslie (10:37)
Cindy Trobitz-Thomas

CALED Management/Staff
Present: Michelle Stephens

Public Present: N/A

Statement of Disclosure

None

Action Items

1. Approve the Regular Meeting Minutes of October 31, 2013.

Motion: Board Member DB Heusser made the motion to approve the Regular Meeting Minutes of October 31, 2013. Board Member Cindy Trobitz-Thomas seconded the motion on the floor and it passed with the following roll call vote:

DB Heusser	Aye
Gurbax Sahota	Aye
Cindy Trobitz-Thomas	Aye

2. Approve Resolution 13-56 Authorizing and Approving the Execution and Delivery of a Loan Agreement and Related Documents for the Benefit of San Diego Blood Bank and Other Matters Related Thereto.

Motion: *Board Member Cindy Trobitz-Thomas made the motion to approve Resolution 13-56. Board Member DB Heusser seconded the motion on the floor and it passed with the following roll call vote:*

DB Heusser	Aye
Gurbax Sahota	Aye
Bruce Stenslie	Aye
Cindy Trobitz-Thomas	Aye

Discussion: Michelle Stephens reviewed this project with the Board.

3. Approve Resolution 13-57 Authorizing and Approving the Execution and Delivery of a Loan Agreement and Related Documents for the Benefit of St. Paul's Episcopal Home, Inc. and Other Matters Related Thereto.

Motion: *Board Member DB Heusser made the motion to approve Resolution 13-57. Board Member Cindy Trobitz-Thomas seconded the motion on the floor and it passed with the following roll call vote:*

Larry Cope	Aye
DB Heusser	Aye
Gurbax Sahota	Aye
Bruce Stenslie	Aye
Cindy Trobitz-Thomas	Aye

Discussion: Ms. Stephens reviewed the project with the Board. Board Member Bruce Stenslie asked about the language in the resolution referring to taxable and tax-exempt components. Ms. Stephens explained that some of the projects had different sections based on the use of the loan proceeds. She added that Bond Counsel Sam Balisy would be able to add much more detail and explanation and that she would reach out to him with this question. Mr. Stenslie also asked who brought this project to CEDA. Ms. Stephens said that Mr. Balisy brought both this project and the proceeding one to CEDA.

Public Comment

Chair Report

Board Chair, Gurbax Sahota said she had no items to report but mentioned that a CEDA meeting was scheduled for next week, December 12th, and she would have items to discuss then.

PACE Report

Other Business

Adjournment

Motion: *Board Member Bruce Stenslie moved to adjourn the meeting. Board Treasurer, Larry Cope seconded the motion. The motion passed unanimously by voice vote.*

Board Chair, Gurbax Sahota adjourned the meeting at 10:45 am.

Staff Report

Action Requested	Approve Resolution 13-58 Authorizing and Approving the Execution and Delivery of a Loan Agreement and Related Documents for the Benefit of Marin Country Day School and Other Matters Related Thereto.
Borrower(s)	Marin Country Day School
Borrower Description	<p>Marin Country Day School (MCDS) is an independent K-8 coed day school enrolling 577 students at its 35-acre campus in Corte Madera, CA. MCDS was founded in 1956 by an adventurous group of parents and educators from Marin County and San Francisco. The founders believed that children should love coming to school, that learning is a lifelong process, and that each child's unique gifts should be nurtured.</p> <p>This resolution approves up to \$30,000,000. The tax-exempt loan proceeds will be used to refinance the finance or refinance the construction, acquisition, installation, renovation, rehabilitation and improvement of real property, facilities, equipment and improvements of the Borrower's educational facilities located on its campus at 5221 Paradise Drive, Corte Madera, California.</p>
Public Benefits	<p>Many public benefits will result from this project, including:</p> <ol style="list-style-type: none"> 1. Significant long-term interest savings for the Marin Country Day School. 2. Since the original issuance in 2007, the school has been able to hire an additional 49 employees. 3. MCDS runs two summer programs that are open to the larger community; Summer Bridge and WonderLab.
Local Approval	The Board of Supervisors of the County of Marin held a TEFRA hearing to review the financing on December 3, 2013.
Eligibility and Policy Review	<p>CEDA staff has reviewed the project. The proposed financing is eligible pursuant to state and federal law and addresses the objectives contained in CEDA's Bond Issuance Policies and Procedures</p> <ul style="list-style-type: none"> ■ The payments to be made under the bond documents are adequate to pay the expenses of CEDA in connection with the financing and to pay debt service. ■ Proposed financing is appropriate for the project.
Recommendation	Staff recommends approval of Resolution 13-58 Authorizing and Approving the Execution and Delivery of a Loan Agreement and Related Documents for the Benefit of Marin Country Day School and Other Matters Related Thereto.

RESOLUTION NO. 13-58

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AUTHORIZING AND APPROVING A MASTER LOAN AGREEMENT WITH FIRST REPUBLIC BANK AND MARIN COUNTRY DAY SCHOOL, PURSUANT TO WHICH THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY WILL MAKE A LOAN IN AN AMOUNT NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF REFINANCING THE CURRENTLY OUTSTANDING ABAG FINANCE AUTHORITY FOR NONPROFIT CORPORATIONS VARIABLE RATE DEMAND REVENUE BONDS (MARIN COUNTRY DAY SCHOOL) SERIES 2007, FOR THE BENEFIT OF MARIN COUNTRY DAY SCHOOL, PROVIDING THE TERMS AND CONDITIONS FOR SUCH MASTER LOAN AGREEMENT AND OTHER MATTERS RELATING THERETO HEREIN SPECIFIED

WHEREAS, pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California (the "Act"), the cities of Eureka, Lancaster and Selma entered into a joint exercise of powers agreement (the "Agreement") pursuant to which the California Enterprise Development Authority (the "Authority") was organized;

WHEREAS, the Authority is authorized by the Agreement and the Act to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements, or enter into loan agreements to, among other things, finance or refinance facilities owned and/or leased and operated by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, pursuant to the provisions of the Act, the public agencies which are members of the Authority are authorized to jointly exercise any power common to such public agency members, including, without limitation, the power to acquire and dispose of property, both real and personal; and

WHEREAS, the County of Marin (the "County") is an associate member of the Authority; and

WHEREAS, pursuant to the provisions of the Act, the Authority may, at its option, issue bonds or other evidences of indebtedness, rather than certificates of participation, and enter into a loan agreement for the purposes of promoting economic development; and

WHEREAS, Marin Country Day School (the "Borrower") wishes to (i) refinance the \$25,000,000 ABAG Finance Authority for Nonprofit Corporations Variable Rate Demand Revenue Bonds (Marin Country Day School) Series 2007 (the "Prior Bonds"), which were issued to finance or refinance (a) the construction, acquisition, installation, renovation, rehabilitation and improvement of real property, facilities, equipment and improvements of the Borrower's

educational facilities located on its campus at 5221 Paradise Drive, Corte Madera, California, including but not limited to a new multi-purpose room annex, new music classrooms and practice rooms, a faculty lounge and workspace, facilities department space, administrative offices, a new learning center including library, art studios and technology rooms, enlarged classrooms, and outdoor improvements including landscaping; and (b) miscellaneous construction, renovation, improvements, demolition, capital maintenance, equipment acquisition and installation thereof; (ii) finance a swap termination payment with respect to an ISDA Master Agreement and related Confirmation with U.S. Bank National Association in connection with the issuance of the Prior Bonds; and (iii) pay certain costs of issuance in connection with the issuance of the Obligations (collectively, the “Project”); and

WHEREAS, there has been filed with the Secretary of the Authority a proposed form of a (i) Master Loan Agreement (the “Master Loan Agreement”), by and among First Republic Bank, as lender (the “Lender”), the Authority and the Borrower, and (ii) Assignment Agreement (the “Assignment Agreement”) between the Authority and the Lender; and

WHEREAS, the Authority intends to use the proceeds of a tax-exempt loan from the Lender to the Authority (the “Authority Loan”) in an amount not to exceed \$30,000,000 to make a loan of equal amount to Borrower (the “Borrower Loan”); and

WHEREAS, in accordance with the requirements of Section 147(f) of the Code, the Board of Supervisors of the County adopted a resolution approving the Authority Loan, in order to finance the Project; and

WHEREAS, the Borrower is expected to provide significant benefits to the residents of the County and surrounding communities and will also create and retain employment opportunities for residents of the County and surrounding communities over the long term; and

WHEREAS, the financing for the Borrower through the Authority will result in a more economical and efficient funding process because of the Authority’s expertise in conduit financings; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the California Enterprise Development Authority (the “Board”), as follows:

Section 1. The Board hereby finds and determines that the foregoing recitals are true and correct. The Board finds that it is in the public interest to assist the Borrower in financing the Project.

Section 2. The Authority hereby approves of the entering into the Authority Loan on a tax-exempt basis and using the proceeds thereof to make the Borrower Loan pursuant to the terms and provisions of the Master Loan Agreement. The Authority understands that the payments under the Borrower Loan will be assigned to the Lender to satisfy the Authority’s payments under the Authority Loan. The payments to be made by the Authority to the Lender under the Authority Loan will be satisfied solely from payments made by the Borrower to the Lender (as assignee of Authority) under the Borrower Loan.

Section 3. The proposed form of the Master Loan Agreement by and among the

Authority, the Lender and the Borrower, on file with the Secretary of the Authority, is hereby approved in substantially the form presented to and considered at the meeting of the Board. The Chair or the Vice Chair of the Board of Directors (individually, an "Authorized Signatory" and, collectively, the "Authorized Signatories"), acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Master Loan Agreement in substantially the form filed with the Authority prior to this meeting, with such changes and insertions therein consistent with the stated terms of this Resolution as the Authorized Signatory executing the same, with the advice of counsel to the Authority, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Secretary or Assistant Secretary of the Authority is authorized to attest the execution of the Master Loan Agreement.

Section 4. The proposed form of the Assignment Agreement between the Lender and the Authority, on file with the Secretary of the Authority, is hereby approved. Each of the Authorized Signatories, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Assignment Agreement in substantially the form filed with the Authority prior to this meeting, with such changes and insertions therein consistent with the stated terms of this Resolution as the Authorized Signatory executing the same, with the advice of counsel to the Authority, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The Authority approves the Authority Loan on a tax-exempt basis and the making of the Borrower Loan to the Borrower in an amount not to exceed \$30,000,000 in accordance with the terms of and to be secured by the Master Loan Agreement. Repayment of the principal of, premium, if any, and the interest on, the Authority Loan shall be made solely from the revenues to be received by the Authority from the Borrower Loan pursuant to the Master Loan Agreement, and the Authority Loan shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof. The Authority Loan shall bear interest at the rate or rates set forth in the Master Loan Agreement.

Section 6. All assignments, consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the borrowing of amounts from the Lender and the making of the Borrower Loan to the Borrower, any of the foregoing which may be necessary or desirable in connection with any default under or amendment of such documents, any transfer or other disposition of the Project, any assignment by Lender to an affiliate of Lender or qualified institutional buyer or any prepayment of the Borrower Loan, may be given or taken by the Chair or the Vice Chair or any designee of either of them without further authorization by this Board of Directors of the Authority, and such officers are hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action which such officers may deem necessary or desirable to further the purposes of this Resolution.

Section 7. All actions heretofore taken by the officials and agents of the Authority with respect to the Authority Loan and the Borrower Loan are hereby approved, confirmed and ratified, and the officials of the Authority are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, agreements and documents, including, without limitation, a tax certificate and agreement, which they or counsel may deem necessary or advisable in order to consummate the Borrower Loan and the Authority Loan and otherwise to effectuate the purposes of this Resolution, and the Secretary or

Assistant Secretary of the Authority is authorized to attest the execution of such certificates, agreements and documents.

Section 8. The provisions of this Resolution are hereby declared to be separable, and if any action, phrase or provision is for any reason declared to be invalid, such declaration does not affect the validity of the remainder of the sections, phrases and provisions.

This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this December 12, 2013.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Michelle Stephens, Assistant Secretary

I, the undersigned, the duly appointed and qualified Assistant Secretary of the California Enterprise Development Authority, do hereby certify that the foregoing resolution was duly adopted by the Board of Directors of said Authority at a duly called meeting of the Board of Directors of said Authority held in accordance with law on December 12, 2013.

Michelle Stephens, Assistant Secretary

Staff Report

Actions Requested	Approve Resolution 13-59 Approving Associate Membership of the City of Lemon Grove in the California Enterprise Development Authority and the Execution of Associate Membership Agreements Relating to said Associate Memberships.
Prior Actions	The City Council of the City of Lemon Grove approved becoming an Associate Member in the California Enterprise Development Authority.
Public Benefits	Adoption of Resolutions 13-59 will allow CEDA to issue bonds and other tax-exempt financings within the City of Lemon Grove. CEDA's issuance costs and ongoing annual fees are competitive and/or lower than other conduit issuers. The savings realized by borrowers using CEDA conduit-financing programs can then be used to further expand the underlying business and/or hire additional employees.
Recommendation	Staff recommends approval of Resolution 13-59 Approving Associate Membership of the City of Lemon Grove in the California Enterprise Development Authority and the Execution of Associate Membership Agreements Relating to said Associate Memberships.

RESOLUTION NO. 13-59

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

RESOLUTION APPROVING ASSOCIATE MEMBERSHIP OF THE CITY OF LEMON GROVE IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND THE EXECUTION OF ASSOCIATE MEMBERSHIP AGREEMENTS RELATING TO SAID ASSOCIATE MEMBERSHIPS

WHEREAS, pursuant to the provisions of the Joint Powers Act, Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State of California, the cities of Eureka, Lancaster and Selma entered into a joint exercise of powers agreement (the “Agreement”) for the creation of the California Enterprise Development Authority (the “Authority”); and

WHEREAS, pursuant to Section 2.10 of the Agreement, a local agency may be admitted as an associate member of the Authority upon approval of the Board of Directors of the Authority and the adoption by the legislative body of the local agency of a Resolution Approving an Associate Membership Agreement; and

WHEREAS, the City of Lemon Grove (the “Public Entity”) desire to join the Authority and has adopted the authorizing resolution approving an Associate Membership Agreement (the “Associate Membership Agreement”); and

WHEREAS, the Board of Directors desires to admit the Public Entity into the Authority as an associate member.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. The Public Entity is hereby admitted as an associate member of the Authority.

Section 2. The Chair or the Vice Chair of the Board of Directors is hereby authorized to execute the Associate Membership Agreement with the Public Entity.

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

The foregoing Resolution was on the 12th day of December 2013, adopted by the Board of Directors of the California Enterprise Development Authority.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

By: _____
Michelle Stephens, Assistant Secretary

Staff Report

Action Requested	<ol style="list-style-type: none"> 1. Approve \$10,000 Sponsorship of CALED Annual Conference on April 7-9, 2014. 2. Approve \$5,000 to fund scholarships to defray the cost of attending the CALED Annual Conference for individuals from CEDA member jurisdictions that could not otherwise attend the CALED Annual Conference.
Staff Discussion	<ol style="list-style-type: none"> 1. \$10,000 sponsorship of Annual Conference—With an anticipated 350 attendees, sponsorship of the Annual conference will provide a large stage for CEDA to promote its programs and recent successes. Sponsorship at this level will result in the following deliverables: Economic Development Finance Track-\$10,000 <ul style="list-style-type: none"> • Sponsor Acknowledgement on All Promotional Materials, Media Relations, and Advertising • Logo and Link on Annual Conference Website • Logo on Event Signage • CEDA logo on all Economic Development Finance Track sessions • One full-page Program Ad • Promotional Item in Attendee Bag • Sponsorship Acknowledgement at Celebrating Success Awards Luncheon • 10x10 Prominent Placement Exhibitor Space • Five Full Conference Registrations • Conference Attendee Mailing List Post-event Benefits: May 2014-April 2015 <ul style="list-style-type: none"> • Post-Conference Bulletin Acknowledgement • Company Name and Logo in CALED Bulletins on Investor/Sponsor Pages • Special Investor Profile Featured in CALED Bulletin of Choice 2. \$5,000 in scholarship money will allow potential attendees in CEDA member communities to attend the conference and benefit from the educational and networking opportunities. These participants will learn about economic development best practices, financing opportunities, and professional development topics thus becoming more effective voices for their communities and businesses. This is a tangible and highly visible way to give back to our member communities. The scholarship opportunity will be promoted through the CALED economic developer network throughout the state. CEDA will use the CALED-created application and follow the protocol developed for previous scholarship opportunities.
Eligibility and Policy Review	CEDA staff has reviewed the bylaws and Joint Powers Agreement. The request is part of Article VI; Section 6.4, which permits moneys held by the Authority and deemed surplus may be allocated as directed by the Board for economic development purposes.
Recommendation	Staff recommends sponsorship of the Annual Conference and providing scholarship money for people who could not otherwise attend in CEDA member jurisdictions.

Presented by the
California Association for
Local Economic Development



taking care of BUSINESS

april 7 – 9 2014, sacramento, ca

sponsorship **OPPORTUNITIES**

► DELIVERABLES

Availability to address attendees
at Conference Welcome

CALED Annual Membership

Company name/logo on
CALED Website

Investor profile in CALED
bulletin on choice

Company name/logo in bulletin
on investor/sponsor pages

Sponsorship acknowledgement
at Celebrating Success Luncheon

VIP Seating at Celebrating
Success Luncheon

Sponsor acknowledgement

Exhibitor Space

Conference Attendee Mailing List

Promotional item in
attendee bags

Acknowledgement on
event signage

Full conference registration for
multiple attendees

Post-Conference Bulletin
Acknowledgement

Annual conference website
acknowledgement

Program advertisements

business
CHAMPION
\$20,000
(Limit One)

prosperity
PARTNER
\$10,000
(Limit One)

business
DEVELOPER
\$5,000

conference
EXHIBITOR
\$2,500

conference
SUPPORTER
\$1,000



8 seats

5 seats

3 seats



10 x 20 space

10 x 10 space

6-foot table

6-foot table



8 registrations

5 registrations

3 registrations

2 registrations

1 registration



banner & link

logo & link



2 full-page

1 full-page

1/2 page

1/4 page

listing

sponsorship OPPORTUNITIES

BUSINESS CHAMPION - \$20,000 (Limit One)

Business Champion Deliverables

- Presenting Sponsor Acknowledgement on All Promotional Materials, Media Relations, and Advertising
- Banner and Link on Annual Conference Website
- Logo and Name as Presenting Sponsor on Event Signage
- Two full-page Program Ads—Inside and Back Cover
- Promotional Item in Attendee Bag
- Availability to Address Attendees at Conference Welcome
- VIP Seating for Eight at Celebrating Success Luncheon
- Sponsorship Acknowledgement at Celebrating Success Awards Luncheon
- 10x20 Prominent Placement Exhibitor Space
- Eight Full Conference Registrations
- CALED Company Membership or Renewal
- Conference Attendee Mailing List

Post-event Benefits: May 2014-April 2015

- Post-Conference Bulletin Acknowledgement
- Company Name and/or Logo Prominently Placed on CALED Website
- Company Name and Logo in CALED Bulletins on Investor/Sponsor Pages
- Special Investor Profile Featured in CALED Bulletin of Choice

Prosperity Partner - \$10,000 (Limit Five)

Prosperity Partner Deliverables

- Sponsor Acknowledgement on All Promotional Materials, Media Relations, and Advertising
- Logo and Link on Annual Conference Website
- Logo on Event Signage
- One full-page Program Ad
- Promotional Item in Attendee Bag
- VIP Seating for Five at Celebrating Success Luncheon
- Sponsorship Acknowledgement at Celebrating Success Awards Luncheon
- 10x10 Prominent Placement Exhibitor Space
- Five Full Conference Registrations
- Conference Attendee Mailing List

Post-event Benefits: May 2014-April 2015

- Post-Conference Bulletin Acknowledgement
- Company Name and Logo in CALED Bulletins on Investor/Sponsor Pages
- Special Investor Profile Featured in CALED Bulletin of Choice

Business Developer - \$5,000

Business Developer Deliverables

- Sponsor Acknowledgement on Select Promotional Materials
- Logo and Link on Annual Conference Website
- Logo on Event Signage
- Half-page Program Ad
- Promotional Item in Attendee Bag
- VIP Seating for Three at Celebrating Success Luncheon
- Sponsorship Acknowledgement at Celebrating Success Awards Luncheon
- Six-foot Draped Display Table in the Exhibitor Space
- Three Full Conference Registrations
- Conference Attendee Mailing List

Post-event Benefits: May 2014-April 2015

- Post-Conference Bulletin Acknowledgement
- Company Name and Logo in CALED Bulletins on Investor/Sponsor Pages

Specialty Sponsor Packages (Limit One Each)

Celebrating Success Luncheon - \$10,000

Celebrating Success Luncheon Deliverables

- Celebrating Success Luncheon Sponsor Acknowledgement on All Promotional Materials, Media Relations, and Advertising
- Opportunity to Address Participants During Celebrating Success Luncheon
- Logo and Link on Annual Conference Website
- Logo and Name as Celebrating Success Luncheon Sponsor on Event Signage
- One full-page Program Ad
- Promotional Item in Attendee Bag
- VIP Seating for Five at Celebrating Success Luncheon
- Six-foot Draped Display Table at Celebrating Success Luncheon—Host Placement
- Six-foot Draped Display Table in Exhibitor Space
- Five Full Conference Registrations
- Conference Attendee Mailing List

Post-event Benefits: May 2014-April 2015

- Post-Conference Bulletin Acknowledgement
- Company Name and Logo in CALED Bulletins on Investor/Sponsor Pages
- Special Investor Profile Featured in CALED Bulletin of Choice

Welcome Reception Sponsor - \$5,000

Welcome Reception Sponsor Deliverables

- Welcome Sponsor Acknowledgement on All Promotional Material, Media Relations, and Advertising
- Opportunity to Address Participants During Welcome Reception
- Link on Annual Conference Website
- Logo and Name as Welcome Reception Sponsor on Event Signage
- One Conference Registration



Add-On Sponsor Packages

Conference Bag Sponsor (Limit One)

\$1,800 with Sponsorship or Exhibitor Package

\$2,500 without Sponsorship or Exhibitor Package

- Company Name and Logo on Conference Bag

Lanyard Sponsor (Limit One)

\$1,250 With Sponsorship or Exhibitor Package

\$1,800 without Sponsorship or Exhibitor Package

- Company Name and Logo on Conference Lanyard

Session Sponsor (Limit One per Session)

\$500 With Sponsorship or Exhibitor Package

\$750 without Sponsorship or Exhibitor Package

- Company Name and Logo Listed in Program with Session
- Opportunity to Facilitate Session
- Opportunity to Distribute Materials at Session
- Ability to Hang Company Banner at Session
- Six-foot Draped Display Table in Session Room

Conference Exhibitor - \$2,500

Exhibitor Deliverables

- Name on Select Event Signage
- Name and Link on Annual Conference Website
- Quarter-page Program Ad
- Promotional Item in Attendee Bag
- Six-foot Draped Display Table in the Exhibitor Space
- Two Full Conference Registrations
- Conference Attendee Mailing List

Post-event Benefits: May 2014-April 2015

- Post-Conference Bulletin Acknowledgement

Conference Supporter - \$1,000

Conference Deliverables

- Name and Link on Annual Conference Website
- Listing in Program
- One Full Conference Registration

Post-event Benefits: May 2014-April 2015

- Post-Conference Bulletin Acknowledgement

registration **FORM**



Presented by the
California Association for
Local Economic Development

First Name	<input type="text"/>
Last Name	<input type="text"/>
Title/Position	<input type="text"/>
Organization/Company	<input type="text"/>
Mailing Address	<input type="text"/>
City	<input type="text"/>
County	<input type="text"/>
State	<input type="text"/>
Zip Code	<input type="text"/>
Phone	<input type="text"/>
Email	<input type="text"/>
Website	<input type="text"/>

Additional Information

Dietary Needs

- ☐ Vegetarian
☐ Vegan
☐ None

Please Indicate any special needs
you may have (e.g. visually impaired,
hearing impaired, etc.)

INTERESTED IN SPONSORING? pick your level now!

Standard Sponsorship

- ☐ Business Champion - \$20,000 ☐ Prosperity Partner - \$10,000 ☐ Business Developer - \$5,000
☐ Conference Exhibitor - \$2,500 ☐ Conference Supporter - \$1,000

Specialty Sponsorship

- ☐ Celebrating Success Luncheon - \$10,000 ☐ Welcome Reception - \$5,000 ☐ Conference Bag Sponsor - \$1800 / \$2500
☐ Lanyard Sponsor - \$1250 / \$1800 ☐ Workshop Sponsor - \$500 / \$750

For complete sponsorship details, contact us at (707) 631-5029 or conference@caled.org.

Select Your Registration Package

- ☐ Full Conference - Early Bird Rate: \$495 (until February 28, 2014)
Includes Day 1, Day 2, Celebrating Success Awards Luncheon (April 9), 1 year CALED Membership for attendees who are not already members
- ☐ Day 1 Conference - \$395
Includes Day 1
- ☐ Day 2 Conference w/awards luncheon - \$395
Includes Day 2 & Celebrating Success Awards Luncheon (April 9)
- ☐ New to Economic Development Mentoring Program - \$25
- ☐ Culinary Crawl

Check form of payment

- ☐ Check Enclosed ☐ Invoice Me
☐ Credit Card
☐ Visa ☐ Mastercard ☐ American Express

Credit Card #

3-Digit Auth. Code Exp. Date

Billing Address

Authorized Signature

Title

TOTAL DUE

Register Online at takingcareofbusiness2014.org, fax this form to (916) 448-3811, or mail to:

California Association for Local Economic Development • 550 Bercut Drive, Suite G; Sacramento, CA 95811

CEDA & CALED Annual Conference Scholarship Application

As part of our commitment to furthering educational opportunities for local leaders in the area of economic development, the California Enterprise Development Authority (CEDA) and CALED are offering 10 scholarships to professionals in CEDA Member Communities so that they may attend CALED's 2014 Annual Training Conference ***Taking Care of Business***. The conference is April 7-9, 2014 at the DoubleTree Hotel, in Sacramento, CA.

Scholarship recipients receive \$350 in travel reimbursement (must provide receipts to redeem) and a free registration to attend the conference (\$945 value). Please complete this form and return to CALED by close of business February 6, 2014. Scholarship Recipients will be announced February 13, 2014. CALED and CEDA leadership may not apply for scholarships.

First Name:

Last Name:

Title:

Name of Business/Organization:

Business Address:

Business Phone:

Business Fax:

E-mail:

Years in current position:

Years in Economic Development:

CALED Member:

Years in CALED:

Do you work in a CEDA Jurisdiction?*

Describe your role in Economic Development. What are your daily job duties pertaining to Economic Development?

List your contributions to CALED, Economic Development in the state of California, or your local community.

Explain the financial need of this scholarship for your organization.

In 200 words or less, please state why you should receive this scholarship.

Have you received a CALED scholarship in the past? If so, please list the year and the course for which you received the scholarship.

*CEDA Membership can be checked at ceda.caled.org/ceda-members If your community is listed or you are located in a county that is listed, you are in a CEDA Member Jurisdiction.

Staff Report

Action Requested	Approve amendments to CEDA Management Agreement and Budget.
Description of Action	<p>CALED is asking to amend the management agreement to reflect the current scope of work, as well as amend the CEDA 2013-2014 budget to reflect proposed actions such as sponsoring CALED's annual conference and providing scholarships to CEDA members for training.</p> <p>CALED is asking for an additional \$37,500 in 2013-2014 to cover the cost of hiring an Economic Development Finance Manager to support CEDA's current activities and a new work item to create statewide support for economic development finance through the novation, management, and promotion of an EDA revolving loan fund that could potentially augment CEDA financings or be a potential source of funds where CEDA financing is not applicable.</p> <p>Additionally, CEDA has already had a busy first six months, which has meant CALED has spent more time than anticipated to support the activity. This activity is also reflected in the proposed budget amendment.</p>
Recommendation	Staff recommends the approval of the amendments to CEDA Management Agreement and Budget.

MANAGEMENT AGREEMENT

THIS AGREEMENT is made this 1st day of July 2013 by and between the California Enterprise Development Authority (CEDA), a California Joint Powers Authority, and the California Association for Local Economic Development (CALED), a California nonprofit corporation.

IN CONSIDERATION of the mutual covenants, agreements and conditions contained in this Agreement, CEDA hereby engages CALED as an independent contractor to conduct the management and operations of CEDA and to provide specified services pursuant to the duties outlined in this Agreement, and CALED hereby accepts the engagement on the terms and conditions outlined in this Agreement.

1. SERVICES

- (a) CALED shall manage the day-to-day operations of CEDA, subject to the control and direction of the CEDA Board of Directors (the "CEDA Board"). These management services shall be provided through or under the supervision of the CALED President and CEO. The management services covered by this Agreement (the "Services") are set forth more fully in **Appendix A** to this Agreement.
- (b) The business affairs of CEDA are governed by the executed Joint Powers Agreement dated June 6, 2006, and CEDA Bylaws.
- (c) The principal location of the Services shall be CALED's offices in Sacramento, California. However, as part of the services, CALED shall provide for CEDA a separate identity at said location, including its own phone line, building signage, and mail delivery.

2. STAFFING

- (a) All staff for the Services shall be provided by CALED and shall include positions as assigned by the CEDA Board and who shall report on the full range of CEDA activities directly to the Board no less than quarterly.
- (b) Additional staffing shall be provided from the pool of CALED staff as needed for clerical, accounting, computer, and other administrative or professional services.

3. TERM

- (a) The term of this Agreement shall commence on July 1, 2013 (the "Commencement Date") and shall continue unless amended by both parties. The above notwithstanding, either party shall have the absolute right to terminate this Agreement, with or without cause, by providing the other party with two hundred and forty (240 days) prior written notice.

4. COMPENSATION OF CALED

- (a) CEDA shall pay to CALED an annual Management Fee of ~~\$137,500 from the period of July 1, 2013 through June 30, 2014~~ through the term of this Agreement subject to

Michelle Stephens 12/5/13 4:33 PM

Deleted: January 1

Michelle Stephens 12/5/13 4:33 PM

Deleted: 4

Gurbax Sahota 12/5/13 3:39 PM

Deleted: 00.0

Michelle Stephens 12/5/13 4:33 PM

Deleted: effective on the Commencement Date January 1, 2014

the provisions of the following paragraphs. The Management Fee includes the professional management services provided by CALED professional and support staff on an as-needed basis, as well as the costs of office space, telephone line charges, furniture and fixtures, office machines, and utilities. The expense items covered by the Management Fee are set forth more fully in **Appendix B** hereto. One-quarter of this annualized fee will be due each quarter commencing on the Commencement Date and shall be paid within thirty days of invoicing.

- (b) All other out-of-pocket expenses, such as stationery, outsourced printing, staff travel, mass mailing postage, and contracted professional services incurred in the administration of the affairs of CEDA will be billed at cost. These expenses are set forth more fully in **Appendix C** of this Agreement and will be identified in an annual budget prepared by CALED and presented to the CEDA Board of Directors for approval. These expenses will be monitored and reported monthly to the CEDA Board. CEDA will pay 25% of anticipated costs on the Commencement Date.
- (c) For oversight, monitoring and organizational services incurred in the establishment of CEDA prior to the Commencement Date, CEDA has paid CALED a fee of \$50,000.
- (d) If there are significant changes in revenue or services prior to the end of any fiscal year, CEDA and CALED may amend the terms of this agreement by mutual agreement.
- (e) Quarterly financial statements will be prepared and provided to the CEDA Board President and Treasurer and others as designated. The accounts and records of CEDA will be audited by an independent certified public accountant with expertise in Joint Powers Authorities, reporting directly to the CEDA Board of Directors. The independent audit must occur every year, in accordance with California statute governing Joint Powers Authorities and as directed by the CEDA Board of Directors.

5. TERMINATION

- (a) Default. Each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within ninety (90) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).

6. RIGHTS UPON TERMINATION

- (a) In the event CEDA, during the term of this Agreement, terminates or cancels this Agreement, then CEDA shall promptly upon such termination pay to CALED any and all fees or other amounts then owed to CALED by CEDA under this Agreement as of the effective date of such termination.

Michelle Stephens 12/5/13 4:33 PM

Deleted: [January 1](#)

Michelle Stephens 12/5/13 4:33 PM

Deleted: [4](#)

7. GENERAL PROVISIONS

- (a) Applicable Law. This Agreement shall be deemed a contract made under the laws of the State of California, and together with the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.
- (b) In performing the services specified by the agreement, CALED shall act as an independent contractor and shall have control of the work and manner in which it is performed. CALED shall be responsible for providing legally mandated benefits to CALED employees including, but not limited to workers compensation insurance and to comply with state and federal tax withholding regulations. CALED will have the obligation to exercise prudent care in its management and handling of the funds generated from CEDA's operations.
- (c) Entire Agreement. This Agreement, including **Appendices A, B, and C** and any referenced attachments hereto, constitutes the entire Agreement between CEDA and CALED on this subject matter.
- (d) Non-Assumption of Liabilities. Except as set forth herein, neither party shall by entering in and performing this Agreement, become liable for any of the existing or future obligations, liabilities, or debts of the other. In any event, the liability of each party with respect to each other is limited to its own assets and shall not extend to the assets of the party's individual Directors or Members.
- (e) If any provision of this Agreement is judged unlawful by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- (f) All notices, demands, or other written communications to be given under this Agreement shall be deemed to have been fully given when made in writing and addressed to the respective parties as signed below.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first written above.

CALIFORNIA ASSOCIATION FOR
LOCAL ECONOMIC DEVELOPMENT
550 Bercut Drive Suite G
Sacramento, CA 95811

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY
550 Bercut Drive Suite G
Sacramento, CA 95811

Bruce Stenslie, Chair, Board of
Directors

Gurbax Sahota, Chair, Board of
Directors

APPENDIX A

MANAGEMENT SERVICES TO BE PROVIDED

1. Development and implementation of annual work program and budget for consideration by CEDA Board.
2. Preparation for and attendance at CEDA Board meetings including bond issuance approvals, meeting minutes, reports and budget submissions as necessary.
3. Preparation of regular (no less than quarterly) programmatic financial reports to the CEDA Board, to include forecasts of financial status.
4. Assisting the Treasurer in financial management of bank and CD accounts, including Signature or co-signature on checks within limits set by the CEDA Board.
5. Coordination with any CEDA Board Committees and Advisory Groups.
6. Planning, marketing, and managing workshops to advance CEDA's mission.
7. Promoting local government membership in the CEDA Joint Powers Authority.
8. Promoting local economic development finance interests with federal and state government, and other institutions.
9. Writing, editing, and publishing informational and marketing copy to be inserted in CALED's regular Bulletins and ED ALERTS.
10. Publishing an electronic bi-weekly financing alert to CALED's membership and marketing list.
11. Tracking and monitoring of administrative and legislative actions at the federal and state level affecting the mission of CEDA, particularly tax-exempt conduit revenue bonds.
12. Preparations of grant applications and funding requests to third parties.
13. Managing CEDA's Property Assessed Clean Energy (PACE) program. Including coordinating meetings and document signings, promoting the program, attending meetings, and fielding requests for information as appropriate.
14. Representing CEDA's interest at the State and Federal level through participation in the Council of Development Finance Agencies and the California Financing Roundtable.
15. Creating statewide support for economic development finance through the novation, management, and promotion of an EDA revolving loan fund that could potentially augment CEDA financings or be a potential source of funds where CEDA financing is not applicable.

Michelle Stephens 12/5/13 4:33 PM

Deleted: [January 1](#)

Michelle Stephens 12/5/13 4:33 PM

Deleted: [4](#)

Gurbax Sahota 12/5/13 3:43 PM

Deleted: [e](#)

APPENDIX B
EXPENSE ITEMS INCLUDED IN MANAGEMENT FEE

1. Salary and other direct reimbursement for the staff, including retirement contribution, Employer's FICA taxes, Workers compensation and disability insurance, federal and state unemployment taxes, group life health insurance, and all other usual personnel expenses.
2. Oversight and services of CALED professional and support staff on an as-needed basis.
3. Rent, office furniture and fixtures, and utilities for office space for staff, and use of mail room, reception areas, conference room and supply storage. 10% of CALED Budget amount.
4. Office equipment such as use of copiers, computer hardware, file and storage cabinets. 10% of CALED Budget amount.
5. Office supplies. 10% of CALED Budget amount.
6. Office liability insurance. 10% of CALED Budget amount.
7. Monthly telephone charges for standard business services (fax, email, internet) and long distance calls. 10% of CALED Budget amount.
8. Postage incurred in the daily course of business, excluding mass mailings directly attributable to CEDA. 10% of CALED Budget amount.
9. CALED staff travel. 10% of CALED Budget amount.

Michelle Stephens 12/5/13 4:33 PM

Deleted: [January 1](#)

Michelle Stephens 12/5/13 4:33 PM

Deleted: [4](#)

APPENDIX C

OUT-OF-POCKET EXPENSES TO BE BILLED AT COST

1. Stationery and Outsourced Printing
2. CEDA Staff travel
3. Postage for mass mailings
4. Outsourced services such as legal, financial, and accounting services.

Michelle Stephens 12/5/13 4:33 PM

Deleted: [January 1](#)

Michelle Stephens 12/5/13 4:33 PM

Deleted: [4](#)

California Enterprise Development Authority (CEDA)						
Proposed Budget Amendment 2013-2014						
			December 5, 2013			
				Original Approved Jul '13 - Jun '14 Budget	Estimated as of December 5, 2013	Proposed Amended Jul '13 - Jun '14 Budget
			Ordinary Income/Expense			
			Annual Fee	52,000	62,000	62,000
			Application Fees	9,000	10,500	10,500
			Fee-IDB re-issuance			
			Interest Income	150	57	150
			PACE Issuance Fee	4,000	3,224	5,000
			Issuance Fee-Total (Minus PACE)	90,000	91,265	150,000
				155,150	167,046	227,650
			Bank Fees	200	135	225
			Contribution to ED (revenue share)	3,000		15,000
			Direct Expenses			Scholarships & Conf
			Accounting	2,500	812	2,500
			Audit	10,000	9,800	9,800
			Computer Maintenance	1,000	778	1,000
			Contract Services	5,000		2,000
			Insurance	1,500	1,772	1,800
			Legal Fees	12,000		10,000
			Meals & Entertainment	1,000	109	1,000
			Office Expense (Supplies & Postage)	4,000	1,960	4,000
			Printing & Marketing	1,000	750	2,000
			Staff Training	1,000	1,067	1,500
			Travel	3,000	2,431	4,000
			Total Direct Expenses	42,000	19,479	39,600
			Budget Reserve set aside			
			Legal Reserve set aside	5,000	0	31,250
			Management Fees	100,000	50,000	137,500
			Total expenses	150,200	69,614	223,575
			Net Income	4,950	97,432	4,075
			Current Bank Balances			
			Legal & Operating Reserve	384,923		
			Public Funds Trust	5,428		
			Checking	252,160		
			Total	642,511		