

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
Meeting Date: May 19, 2020

***Request for Approval of Amendments to Contracts for Legal Services for the California
Pollution Control Financing Authority in Connection with the Bond Program***

Prepared by: *Nicholas Montalvo*

Summary. Staff requests approval to amend Standard Agreement No. CPCFA03-17 between the California Pollution Control Financing Authority (“CPCFA” or “Authority”) and the Law Offices of Leslie M. Lava; Orrick, Herrington & Sutcliffe LLP; and Stradling Yocca Carlson & Rauth. The amendment will extend the term of the Agreement from May 31, 2020 to May 31, 2021. This will be a time-only extension and will not require any additional funding.

Background. Currently, CPCFA relies on outside legal counsel services to continue business in the event Attorney General’s Office (“AGO”) is unable to provide the services needed. The AGO must give its consent to state agencies to contract with outside legal counsel. The Board approved the original agreement on April 18, 2018 for an amount not to exceed \$166,666 for each firm, totaling \$499,998. Since then, CPCFA has not needed to utilize the services and no funds have been expended. ~~CPCFA received written approval from the Attorney General’s Office to extend the contract for outside Legal Services for one year. CPCFA has not yet received the required written approval from the Attorney General’s Office to extend the contract for outside Legal Services for one year, but anticipates receiving the approval within the next few weeks. The delay in receiving this approval is due to Covid-19 staffing. To address this issue staff has inserted language in its proposed draft resolution to make the Authority’s approval of this contract contingent on the AGO’s consent.~~

Staff Recommendation. Staff recommends approval of the attached Resolution No. 20-04-002 to authorize the Deputy Executive Director to amend contracts with three firms; Law Offices of Leslie M. Lava; Orrick, Herrington & Sutcliffe LLP; and Stradling Yocca Carlson & Rauth for a time-only extension of one year.

Attachments

1. CPCFA03-17A
2. CPCFA03-17A Amendment 1
3. CPCFA03-17B
4. CPCFA03-17B Amendment 1
5. CPCFA03-17C
6. CPCFA03-17C Amendment 1

**RESOLUTION OF THE CALIFORNIA POLLUTION CONTROL FINANCING
AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR OR DEPUTY
EXECUTIVE DIRECTOR TO EXECUTE AMENDMENTS TO CONTRACTS
FOR LEGAL SERVICES**

May 19, 2020

WHEREAS, the California Pollution Control Financing Authority (“Authority”) was created under the California Pollution Control Financing Authority Act (the “Act”), codified under Health and Safety Code section 44500 et seq.;

WHEREAS, Section 44522(c) of the Health and Safety Code provides that the Authority is authorized and empowered to do all things generally necessary or convenient to carry out its powers and the purposes under the Act;

WHEREAS, Section 44519 of the Health and Safety Code provides that the Authority may, by resolution, delegate to its Executive Director or other official or employee of the Authority any powers and duties that it may deem proper, including the power to enter into contracts on behalf of the Authority;

WHEREAS, pursuant to California Health and Safety Code Section 44521 the Attorney General shall be the legal counsel for the Authority, but with the approval of the Attorney General, the Authority may employ such legal counsel as in its judgment is necessary or advisable to enable it to carry out the duties and functions imposed upon it, including the employment of such bond counsel as may be deemed advisable in connection with the issuance and sale of bonds; and

WHEREAS, there is a need to amend and execute Contracts in order to retain firms to provide legal counsel services; and

WHEREAS, the Authority proposes to extend three Contracts in order to retain firms to provide legal counsel services and other actions related thereto of the Authority’s programs.

NOW, THEREFORE, BE IT RESOLVED, that [contingent on consent of the Attorney General’s Office](#), the Executive Director or Deputy Executive Director are each hereby authorized, jointly and severally, to amend and execute three Contracts with Law Offices of Leslie M. Lava; Orrick, Herrington & Sutcliffe LLP; and Stradling Yocca Carlson & Rauth, for the term beginning June 1, 2018 through May 31, 2021.

ATTACHMENT 1

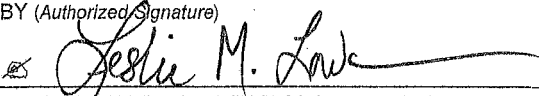


STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER CPCFA03-17A
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
California Pollution Control Financing Authority
- CONTRACTOR'S NAME
Law Offices of Leslie M. Lava
2. The term of this Agreement is: June 1, 2018 through May 31, 2020
At its discretion, CPCFA may extend the term of the Contract for one additional year
3. The maximum amount of this agreement is: \$ 166,666.00
One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Zero Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
- | | |
|--|-------------|
| Exhibit A – Scope of Work | 3 page(s) |
| Attachment 1 – Resumes of Key Personnel | 1 page(s) |
| Exhibit B – Budget Detail and Payment Provisions | 2 page(s) |
| Exhibit C* – General Terms and Conditions | GTC 04/2017 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) | 7 page(s) |
| <input type="checkbox"/> Exhibit D* – Special Terms and Conditions | |
| Exhibit E – Additional Provisions | 1 page(s) |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Law Offices of Leslie M. Lava			KND
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/17/18		
PRINTED NAME AND TITLE OF PERSON SIGNING Leslie M. Lava			
ADDRESS 1 Blackfield Drive, #143 Tiburon, California 94920			
STATE OF CALIFORNIA			
AGENCY NAME California Pollution Control Financing Authority			
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/11/2018		
PRINTED NAME AND TITLE OF PERSON SIGNING Renee Webster-Hawkins, Executive Director			
ADDRESS 801 Capitol Mall Sacramento, CA 95814		<input type="checkbox"/> Exempt per:	

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Scope of Services

The Contractor shall perform the following services upon request by the California Pollution Control Financing Authority ("CPCFA, "Authority", or the "State") on an as-needed basis with the Attorney General's Office's consent.

Bond Financings

- a. Serve as Issuer's Counsel for bond financings. Issuer's Counsel will be expected to review and comment on the Loan Agreement, Escrow Agreement, Indenture, Tax Certificate, Bond Purchase Agreement, Preliminary and Final Official Statements, Final Resolution, the Small Business Assistance Fund ("SBAF") Resolution, and other documents relevant to the bond financings. Issuer's Counsel may be asked to review borrower-related documents, such as organizational documents and the reimbursement agreement, as well as borrower counsel and credit provider counsel opinions.
- b. Provide advice and assistance in maintaining and monitoring SBAF monies, and obtaining tax rulings related thereto in order to maintain the tax exempt status of outstanding bonds.
- c. Identify and advise CPCFA with respect to any legal issues relating to or arising from the transaction.
- d. Prepare any documents deemed necessary to support Issuer's Counsel Opinions.
- e. Prepare legal opinions traditionally prepared by Issuer's Counsel to bond financings and as requested and necessary.
- f. Provide assistance and advice on tax and legal matters on prior, current or proposed bond financings.
- g. Work with other California State agencies as deemed appropriate by CPCFA.
- h. Meet, as needed, with the Authority members and its staff at a location to be determined by the Authority.
- i. Attend and represent CPCFA in meetings and conference calls relating to the transaction.
- j. Represent CPCFA's legal interests in connection with the transaction, and provide any other legal services requested by CPCFA that are necessary and related to the transaction.
- k. In all respects, the Contractor shall represent the best interests of the Authority and the State of California in all transactions and proceedings.

**EXHIBIT A
(Standard Agreement)**

Special Projects

- a. Assist in the review and revision of CPCFA's Pollution Control Bond Program, including tax exempt bond issuance guidelines.
- b. Assist CPCFA in creating template bond documents and identifying, addressing and resolving common policy issues that tend to arise in bond documents from transaction to transaction.
- c. Assist in the creation and implementation of new financing programs including bond and equipment financing, loans or grants.
- d. Provide assistance in preparing for and responding to Internal Revenue Services ("IRS") audits/examinations in a timely manner.
- e. Assist in other special projects relating to CPCFA's programs.

2. Term of Agreement

The term of the Agreement will be for a two-year period with a not to exceed amount of \$166,666.00. At the Authority's discretion, the contract may be extended for one additional year, for a total contract term of three years. The term of the Agreement is expected to begin June 1, 2018 pending approval by CPCFA and the Department of General Services ("DGS"), if required.

3. Representatives

The project Representatives during the term of the agreement will be:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: Law Offices of Leslie M. Lava
Name: Reneé Webster-Hawkins	Name: Leslie M. Lava
Office 801 Capitol Mall, 2 nd Floor Location: Sacramento, California 95814 Mailing P.O. Box 942809 Address: Sacramento, CA 94209	Address: 1 Blackfield Drive, #143 Tiburon, CA 94920
Phone: (916) 654-5610	Phone: 415-331-6464
Fax: (916) 657-4821	Fax:
Email: rwebster-hawkins@treasurer.ca.gov	Email: llava@pacbell.net

EXHIBIT A
(Standard Agreement)

Direct all inquiries to:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: Law Offices of Leslie M. Lava
Attention Deanna Hamelin, TPM I	Attention: Leslie M. Lava
Office 801 Capitol Mall, 2 nd Floor Location: Sacramento, California 95814 Mailing P.O. Box 942809 Address: Sacramento, CA 94209	Address: 1 Blackfield Drive, #143 Tiburon, CA 94920
Phone: (916) 657-4337	Phone: 415-331-6464
Fax: (916) 657-4821	Fax:
Email: dhamelin@treasurer.ca.gov	Email: llava@pacbell.net

**ATTACHMENT 1
(Standard Agreement)**

Personnel Experience and Qualification

Leslie M. Lava, the sole proprietor of the Firm, would be the sole contact person to the Authority and would be readily available to the extent needed by the Authority. Ms. Lava has worked with the Authority on its financings since 1985 and has been under contract with the Authority to provide outside legal services since 1991. Her experience is otherwise detailed throughout this Statement, including Exhibit I hereto.

Ms. Lava's legal career began in 1981 in the field of public finance. She was associated with Chapman and Cutler, Chicago, Illinois, for two and one-half years (June 1981 through 1983) and with Brown & Wood (now called Sidley Austin), San Francisco, California, and New York, New York, for seven years (1984 through November 1990), prior to establishing the Firm in November 1990. At these firms, Ms. Lava's sole area of specialization was public finance.

Ms. Lava received her Bachelor of Arts degree, magna cum laude, from Vanderbilt University, Nashville, Tennessee, where she double majored in psychology and political science. She received her Juris Doctor degree, with honors, from the University of Florida College of Law, Gainesville, Florida. She was an editor of the University of Florida Law Review and is a member of Phi Beta Kappa, Order of the Coif and several other honorary societies.

Ms. Lava is admitted to practice law in California, Florida, Illinois and the District of Columbia. She is a member of the National Association of Bond Lawyers, the American Bar Association and other industry related organizations. She is a speaker at seminars sponsored by the California Debt and Investment Advisory Commission ("CDIAC") and is a former member of CDIAC's Technical Advisory Committee. In 2001, Ms. Lava was appointed by Mayor Willie Brown to serve on the San Francisco Task Force to restore the U.S. Old Mint located in San Francisco and served on that Task Force for several years. From 1998 through 2001, she played integral roles in the San Francisco Mayor's Summit for Women, serving in the roles of Co-Chair of the Finance Committee and Executive Committee member.

Ms. Lava has served on the board of directors of The Dolphin Institute, The San Francisco SPCA and the San Francisco Zoological Society. Ms. Lava has volunteered with her faithful canine companions, Hannah, Tigger and Rosie, in animal assisted therapy programs sponsored by The San Francisco SPCA, the Delta Society and the Marin Humane Society for over two decades. Ms. Lava was in charge of the Community Volunteer Tennis Program at San Quentin State Prison from 2009 through 2016.

At present, Ms. Lava is Chair of the Bond Oversight Committee of the Marin Healthcare District, overseeing its expenditure of \$394 million of general obligation bond proceeds. She has volunteered with Vanderbilt University as an alumni interviewer since 2005 and was just appointed to the Leadership Team, serving as Attendance Chair for her upcoming 2018 Vanderbilt reunion. Additionally, she is 25 percent owner of, and general counsel to, the San Rafael Pacifics Baseball Team, an independent, minor league professional baseball team located in San Rafael, California. She is also a member of the Koala Clancy Foundation, based in Melbourne, Australia, the first time this non-profit has ever accepted a non-local member. Finally, Ms. Lava is proud to compete in agility trials with her canine superstar and office mate, Rosie.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, Contractor shall be compensated at the following hourly rates:

- Blended hourly rate for professional services = \$500/hr.

Maximum hours billable for travel to CPCFA may not exceed two (2) hours, unless prior written approval is obtained from CPCFA. Travel, transportation and per diem expenses shall not exceed the rates payable to State employees. Authorized actual expenses incurred will be limited to \$100.00 per transaction or special project assignment, including postage, mailing, courier, and printing/reproduction costs unless prior written approval is obtained from CPCFA. CPCFA will not reimburse the printing of or the copying of electronically received/delivered documents for the Contractor's in-house use. Actual expenses incurred must be itemized.

B. Invoices must include the Agreement Number (CPCFA03-17A) and the following information:

- The specific date (month, day and year) covered by the invoice;
- A detailed description of and basis for each itemized actual expense incurred;
- A detailed description of the services provided, including, at a minimum:
 - a) For review of documents, a brief description of the document reviewed.
 - b) For preparation of documents, a brief description of the document prepared.
 - c) For attendance, or preparation for attendance, at a meeting, hearing, or other event, a brief description of the purpose of the meeting, hearing or event.
 - d) For telephone conversations, the name of the party with whom you spoke and a brief description of the subject matter discussed.
 - e) For strategy conferences, the name of the parties participating in the strategy conference and a brief description of the subject matter discussed; and for research, a brief description of the issues researched.

C. Invoices shall be submitted in duplicate and not more frequently than monthly in arrears to:

Reneé Webster-Hawkins, Executive Director
California Pollution Control Financing Authority
P. O. Box 942809
Sacramento, CA 94209

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

**EXHIBIT B
(Standard Agreement)**

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this Agreement as if attached hereto. The General Terms and Conditions may be viewed and downloaded at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Section 3 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

3. Evaluation of Contractor

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. No Agency Liability

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

**EXHIBIT D
(Standard Agreement)**

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Titles/Section Headings

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Paragraph Section 3 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Paragraph Section 3 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

**EXHIBIT D
(Standard Agreement)**

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

18. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

**EXHIBIT D
(Standard Agreement)**

19. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

**EXHIBIT D
(Standard Agreement)**

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

**EXHIBIT D
(Standard Agreement)**

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

34. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

35. Disabled Veteran Business Participation

- a. Contractor agrees that as contractor of the State, it will meet the requirements of the State's policies that embrace section 10115 et seq. of the Public Contract Code regarding 3% Disabled Veteran Business Enterprise (DVBE) participation goal for state contracts.
- b. Nothing shall be construed to authorize Contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- c. Contractor agrees to provide the State or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of Public Contract Code section 10115 et seq. Upon reasonable notice, Contractor shall permit the State or its delegate access to Contractor's premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with

**EXHIBIT D
(Standard Agreement)**

the applicable provisions of Public Contract Code section 10115 et seq. and California Code of Regulations, title 2, section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered hereunder.

36. Labor Neutrality Policy

CPCFA recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain "neutral" means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor's employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

1. LEGAL SERVICES AGREEMENTS

In accordance with Public Contract Code section 10353.5, Contractor shall:

- Adhere to legal cost and billing guidelines designated by the State.
- Adhere to litigation plans designated by the State.
- Adhere to case phasing of activities designated by the State.
- Submit and adhere to legal budgets as designated by the State.
- Maintain legal malpractice insurance in an amount not less than the amount designated by the State.
- Submit to legal bill audits and law firm audits if requested by the State. The audits may be conducted by employees and designees of the State or by any legal cost control providers retained by the State.
- Submit to a legal cost and utilization review, as determined by the State.

2. GOOD FAITH EFFORT TO PROVIDE PRO BONO LEGAL SERVICES (for legal services contracts of more than \$50,000)

Pursuant to Business and Professions Code section 6072, Contractor certifies and agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of either 1) 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year, or 2) ten percent (10%) of its contract with the State, which is calculated by the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the Contractor.

Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

3. CONFLICT OF INTEREST; NO PROFIT

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER CPCFA03-17A	AMENDMENT NUMBER
--	------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	6/1/18	5/31/20	\$166,666.00	Exempt/RFI
Amendment 1				
Amendment 2				
TOTAL			\$166,666.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) Request for Information

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

1. Law offices of Leslie M. Lava \$500/hr 2. Orrick, Herrington, & Sutcliffe \$500/hr 3. Straddling Yocca Carlson & Rauth \$425/hr 4. Law offices of Alexis S. M. Chiu \$450/hr 5. Nossaman LLP \$350/hr 6. Posinelli \$450/hr 7. Hawkins Delafield & Wood LLP \$485/hr 8. Norton Rose Fulbright \$660/hr 9. Nixon Peabody \$500/hr

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)
 Contracts were awarded to the highest scorers and most qualified firms.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?


The rates are compatible to other Law Firms with similar experiences and areas of expertise.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).


AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Renee Webster-Hawkins	DATE SIGNED 7/11/2018
--	--	--------------------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A
22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
 No Yes
 SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes 3 % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Renee Webster-Hawkins, Executive Director	DATE SIGNED 7/11/2018
---	---	--------------------------

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17A

AMENDMENT NUMBER


JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The scope of services for this contract is highly specialized and requires expertise from the Contractor to provide legal counsel services, issuer's counsel for bond financings, tax and legal matters, IRS audits, environmental issues and other related bond services in the event Attorney general's Office is unable to.

Government Code 19130 (b) (7) State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE(Print or Type) Renee Webster-Hawkins, Executive Director	DATE SIGNED 7/11/2018
PHONE NUMBER (916) 657-4921	STREET ADDRESS 801 Capitol Mall, 2nd Floor	
EMAIL renee.webster-hawkins@treasurer.ca.gov	CITY Sacramento	STATE ZIP CA 95814

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

CPCFA03-17A

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Pollution Control Financing Authority

CONTRACTOR NAME

Law Offices of Leslie M. Lava

2. The term of this Agreement is:

START DATE

June 1, 2018

THROUGH END DATE

May 31, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$166,666.00 (one hundred sixty-six thousand six hundred sixty-six dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Agreement Number CPCFA03-17A, Item 2, which currently reads:

The Term of this Agreement is June 1, 2018 through May 31, 2020

Shall hereby be amended to read as follows:

The term of this Agreement is June 1, 2018 through May 31, 2021

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Law Offices of Leslie M. Lava

CONTRACTOR BUSINESS ADDRESS

1 Blackfield Drive #143

CITY

Tiburon

STATE

CA

ZIP

94920

PRINTED NAME OF PERSON SIGNING

Leslie M. Lava

TITLE

Sole Proprietor

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Pollution Control Financing Authority

CONTRACTING AGENCY ADDRESS

801 Capitol Mall

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Janae R. Davis

TITLE

Deputy Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

OPTIONAL USE

AGREEMENT NUMBER CPCFA03-17A	AMENDMENT NUMBER 1, Revision 2
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AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$166,666.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE \$166,666.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type) Kristalyn Fong	DATE SIGNED
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	06/01/2018	05/31/2020	\$166,666.00	Exempt/RFI
Amendment 1	06/01/2018	05/31/2021	\$0.00	
TOTAL			\$166,666.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) Request for Information

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A - Amendment

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A - Amendment

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The rates are compatible to other Law Firms with similar experiences and areas of expertise.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other Amendment)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type) Janae R. Davis	DATE SIGNED
----------------------	---	-------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input checked="" type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

- No (Explain below) Yes 3 % of Agreement

DVBE #1705060

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17A

AMENDMENT NUMBER

1, Revision 2

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

No

Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

NAME/TITLE (Print or Type)

DATE SIGNED

Janae R. Davis, Deputy Executive Director

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17A

AMENDMENT NUMBER

1, Revision 2**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Amendment

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE <i>(Print or Type)</i> Janae R. Davis, Deputy Executive Director	DATE SIGNED	
PHONE NUMBER (916) 654-5610	STREET ADDRESS 801 Capitol Mall, 2nd Floor		
EMAIL janae.davis@treasurer.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

ATTACHMENT 3

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER CPCFA03-17B
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 California Pollution Control Financing Authority
 CONTRACTOR'S NAME
 Orrick, Herrington, & Sutcliffe, LLP
- The term of this Agreement is: June 1, 2018 through May 31, 2020
 At its discretion, CPCFA may extend the term of the Contract for one additional year
- The maximum amount of this agreement is: \$ 166,666.00
 One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)
Attachment 1 – Resumes of Key Personnel	8 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 04/2017
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	7 page(s)
<input type="checkbox"/> Exhibit D* – Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Orrick, Herrington, & Sutcliffe, LLP		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/30/18	
PRINTED NAME AND TITLE OF PERSON SIGNING John Wang		<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: auto;"> <p align="center">APPROVED</p> <p align="center" style="font-size: 1.2em;">JUL 31 2018</p> <p align="center" style="font-size: 0.8em;">OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES</p> </div>
ADDRESS 405 Howard Street San Francisco, CA 94105		
STATE OF CALIFORNIA		
AGENCY NAME California Pollution Control Financing Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/11/2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Renee Webster-Hawkins, Executive Director		
ADDRESS 801 Capitol Mall Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Scope of Services

The Contractor shall perform the following services upon request by the California Pollution Control Financing Authority ("CPCFA, "Authority", or the "State") on an as-needed basis with the Attorney General's Office's consent.

Bond Financings

- a. Serve as Issuer's Counsel for bond financings. Issuer's Counsel will be expected to review and comment on the Loan Agreement, Escrow Agreement, Indenture, Tax Certificate, Bond Purchase Agreement, Preliminary and Final Official Statements, Final Resolution, the Small Business Assistance Fund ("SBAF") Resolution, and other documents relevant to the bond financings. Issuer's Counsel may be asked to review borrower-related documents, such as organizational documents and the reimbursement agreement, as well as borrower counsel and credit provider counsel opinions.
- b. Provide advice and assistance in maintaining and monitoring SBAF monies, and obtaining tax rulings related thereto in order to maintain the tax exempt status of outstanding bonds.
- c. Identify and advise CPCFA with respect to any legal issues relating to or arising from the transaction.
- d. Prepare any documents deemed necessary to support Issuer's Counsel Opinions.
- e. Prepare legal opinions traditionally prepared by Issuer's Counsel to bond financings and as requested and necessary.
- f. Provide assistance and advice on tax and legal matters on prior, current or proposed bond financings.
- g. Work with other California State agencies as deemed appropriate by CPCFA.
- h. Meet, as needed, with the Authority members and its staff at a location to be determined by the Authority.
- i. Attend and represent CPCFA in meetings and conference calls relating to the transaction.
- j. Represent CPCFA's legal interests in connection with the transaction, and provide any other legal services requested by CPCFA that are necessary and related to the transaction.
- k. In all respects, the Contractor shall represent the best interests of the Authority and the State of California in all transactions and proceedings.

**EXHIBIT A
(Standard Agreement)**

Special Projects

- a. Assist in the review and revision of CPCFA’s Pollution Control Bond Program, including tax exempt bond issuance guidelines.
- b. Assist CPCFA in creating template bond documents and identifying, addressing and resolving common policy issues that tend to arise in bond documents from transaction to transaction.
- c. Assist in the creation and implementation of new financing programs including bond and equipment financing, loans or grants.
- d. Provide assistance in preparing for and responding to Internal Revenue Services (“IRS”) audits/examinations in a timely manner.
- e. Assist in other special projects relating to CPCFA’s programs.

2. Term of Agreement

The term of the Agreement will be for a two-year period with a not to exceed amount of \$166,666.00. At the Authority’s discretion, the contract may be extended for one additional year, for a total contract term of three years. The term of the Agreement is expected to begin June 1, 2018 pending approval by CPCFA and the Department of General Services (“DGS”), if required.

3. Representatives

The project Representatives during the term of the agreement will be:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: Orrick, Herrington, & Sutcliffe, LLP
Name: René Webster-Hawkins	Name: John Wang
Office 801 Capitol Mall, 2 nd Floor Location: Sacramento, California 95814 Mailing P.O. Box 942809 Address: Sacramento, CA 94209	Address: 405 Howard Street San Francisco, CA 94105
Phone: (916) 654-5610	Phone: 415-773-5993
Fax: (916) 657-4821	Fax:
Email: rwebster-hawkins@treasurer.ca.gov	Email: jwang@orrick.com

EXHIBIT A
(Standard Agreement)

Direct all inquiries to:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: Orrick, Herrington, & Suttcliffe, LLP
Attention Deanna Hamelin, TPM I	Attention: John Wang
Office 801 Capitol Mall, 2 nd Floor Location: Sacramento, California 95814 Mailing P.O. Box 942809 Address: Sacramento, CA 94209	Address: 405 Howard Street San Francisco, CA 94105
Phone: (916) 657-4337	Phone: 415-773-5993
Fax: (916) 657-4821	Fax:
Email: dhamelin@treasurer.ca.gov	Email: jwang@orrick.com

ATTACHMENT 1
(Standard Agreement)



John Wang

Partner
San Francisco
T +1 415 773 8993
E jwang@orrick.com

Practice Areas

- Public Finance
- Higher Education and Student Loan Financing
- Industrial Development, Pollution Control and Solid Waste Financing
- Public Power Financing
- Water and Wastewater
- Renewable Energy
- Nonprofit Corporation Financing

Honors

- *Daily Journal* Top California Development Lawyers (2014)
- Editor-in-Chief 1998-1999, *Southwestern Journal of Law and Trade in the Americas*

Education

- J.D., Southwestern University School of Law, 1999
- B.S., Mathematics, University of California, Los Angeles, 1996

John Wang is a member of the Public Finance Department and chair of the higher education financing group. John's practice includes serving as bond counsel, disclosure counsel, underwriter's counsel and borrower's counsel on a wide variety of transactions. John was recently recognized as one of California's top 50 development lawyers by *The Daily Journal*.

John has significant experience with advising issuers, developers and underwriters on financings for higher education, utilities (including water, wastewater and energy facilities), solid waste disposal facilities (including waste-to-energy facilities) and 501(c)(3) corporations. He has experience advising clients in such financings in several states and territories, including California, Hawaii, Guam, Nevada and Texas.

Representative Engagements

Representative client relationships include:

- lead bond counsel to The Regents of the University of California
- lead bond counsel to the Government of Guam and other Guam issuers
- lead bond counsel to Modesto Irrigation District
- lead bond counsel to the Transmission Agency of Northern California
- lead bond counsel to M-S-R Public Power Agency
- bond counsel to the State of Hawaii and the City and County of Honolulu

Representative transactions include:

- lead bond counsel on behalf of The Regents of the University of California in connection with approximately \$2.85 billion in

**ATTACHMENT 1
(Standard Agreement)**



Memberships

- Founding Member, Asian Americans in Public Finance, Inc.
- State Bar of California

aggregate principal amount of General Revenue Bonds and Limited Project Revenue Bonds to finance capital improvements and refinance prior bonds, the largest ever financing in the higher education sector; (named *The Bond Buyer's Far West Deal of the Year* in 2015);

- lead company counsel on behalf of a developer in connection with approximately \$170 million in aggregate principal amount of tax exempt bonds to finance a waste-to-biofuels project in Nevada;
- lead bond counsel to Sonoma-Marín Area Rail Transit District in connection with the issuance of its \$191 million of Measure Q Sales Tax Bonds (named *The Bond Buyer's Far West Deal of the Year* in 2012); and
- bond counsel to the California Pollution Control Financing Authority in connection with the issuance of \$530,345,000 of tax exempt private activity bonds and \$203,215,000 of tax exempt governmental purpose bonds to finance a desalination plant and related pipeline on behalf of Poseidon Resources (Channelside) LP and San Diego County Water Authority (named *The Bond Buyer's Far West Deal of the Year* in 2013).

Publications

- Renewable Energy Projects: Tax-Exempt and Other Tax-Advantaged Financing

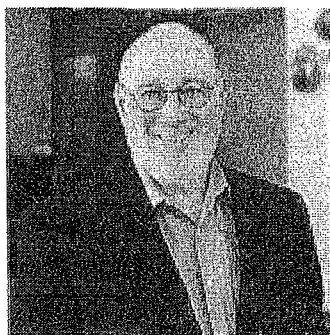
Speeches and Programs

- Presenter, Bond Buyer's "Comparing Financing Structures for Student Housing" Webinar

Admissions

- California

ATTACHMENT 1
(Standard Agreement)



Robert Feyer

Senior Counsel
San Francisco
T +1 415 778 5886
E bobfeyer@orrick.com

Practice Areas

Public Finance

Honors

Member, *Harvard Law Review*
Member, *Harvard Legal Aid*
Bureau

"Doersmakers of the Year," *The American Lawyer* magazine
(April 2003)

"Attorneys of the Year,"
California Lawyer magazine
(March 2004)

Education

J.D., Harvard Law School,
1971, *cum laude*

B.A., Woodrow Wilson School
of Public and International
Affairs, Princeton University,
1968, *magna cum laude*

Memberships

National Association of Bond
Lawyers
American College of Bond
Counsel

Robert Feyer is a senior counsel in the San Francisco office of the firm's Public Finance Department. After 40 years representing issuers and underwriters, Mr. Feyer retired from active practice working on bond transactions at the end of 2017, but continues to provide assistance and mentoring within the Department.

From 1986 to his retirement, Bob was the lead bond and disclosure counsel for the State of California, working with a team of lawyers to complete the issuance of an estimated 470 billion dollars of new and refunding general obligation bonds, cash flow notes and warrants and lease revenue obligations, including several of the largest long-term municipal bond issues in U.S. history. He was recognized by *The American Lawyer* magazine in April 2003 as one of 10 "Doersmakers of the Year" for his work on a \$12.5 billion cash flow note borrowing in October 2002. This work also garnered recognition as a "Lawyer of the Year in Transactional Law" in 2003 from *California Lawyer* magazine. Bob has spoken often at conferences and webinars on municipal finance and disclosure matters, and is a member of the Securities Law Committee of the National Association of Bond Lawyers.

Bob also had an active practice in private activity financing for such purposes as solid waste disposal, pollution control and industrial development. For more than 40 years, he has been a lead bond counsel for the California Pollution Control Financing Authority.

Aside from his municipal bond practice, Bob has worked actively with low-income individuals who seek to obtain legal guardianships for young children. In May, 2014 Bob received the James P.

**ATTACHMENT 1
(Standard Agreement)**



Pro Bono Award for Outstanding Pro Bono Services in Family Law
from the Justice and Diversity Center of the Bar Association of San Francisco.

From 1972 to 1975, while on a leave of absence from Orrick, Bob was a Captain in the United States Air Force where he served on the staff of the Air Force General Counsel, and he later served as a legislative assistant to a United States Senator in Washington, D.C.

Publications

Co-author, "The SEC Says Cities (and City Officials) Must Obey Securities Laws, Too," Orrick's Securities Litigation and Regulatory Enforcement Blog (May 7, 2013).

Co-author, "Update on Municipalities Continuing Disclosure Cooperation Initiative," Orrick and BLX Update (April 9, 2014)

Admissions

California

ATTACHMENT 1
(Standard Agreement)



Richard J. Moore

Partner
San Francisco
T +1 415 773 5938
E rmoore@orrick.com

Richard Moore, a partner in the San Francisco office, is a member of the Tax Group.

Practice Areas

- Tax

Education

- J.D., University of California, Hastings College of the Law, 2001, *cum laude*, Order of the Coif
- B.A., Economics, University of California, San Diego, 1996

Memberships

- State Bar of California
- National Association of Bond Lawyers

Rich concentrates his practice in the taxation of municipal finance including multi-family housing, healthcare and nonprofit issues, solid waste disposal facilities, public power, advance refundings, municipal derivative products and arbitrage matters. He has served as bond counsel, underwriter's counsel, borrower's counsel and special tax counsel in a wide variety of public finance transactions. He has also represented numerous clients on audits and voluntary proceedings before the IRS, and has obtained favorable private letter rulings.

Rich has written and lectured extensively on the tax aspects of public finance transactions, having served as editor of the *Federal Taxation of Municipal Bonds Deskbook*, chaired two panels the National Association of Bond Lawyers Bond Attorneys Workshop, and served on several other panels at industry seminars.

Admissions

- California

ATTACHMENT 1
(Standard Agreement)



Paul A. Toland

Managing Associate
San Francisco
T +1 415 773 5796
E ptoland@orrick.com

Paul Toland is an attorney in the San Francisco office and a member of the firm's top-ranked Public Finance Department.

Practice Areas

- Public Finance

Honors

- Phi Beta Kappa

Education

- J.D., University of San Francisco School of Law, 1997
- B.A., History, University of California, Davis, 1993

Clerkships/Externships

- Honorable David C. Lee, Alameda County Superior Court
- San Francisco District Attorney's Office

Memberships

- Bar Association of San Francisco
- Shotokan Karate Institute

Paul's practice includes bond and issuer counsel work for tax-exempt and taxable financings, with a focus on revenue bonds, particularly multifamily housing revenue bonds issued by cities, counties, public authorities and joint powers agencies.

Paul also serves as special counsel to the California Statewide Communities Development Authority for its conduit housing financings.

Representative Engagements

Paul's recent representations include:

- California Statewide Communities Development Authority Multifamily Housing Revenue Note (Springdale West Apartments) 2015 Series EB (\$80,000,000)
- California Pollution Control Financing Authority Solid Waste Disposal Refunding Revenue Bonds (Waste Management, Inc., Project) Series 2015A-1, 2015A-2 and 2015A-3 (\$140,430,000)
- California Pollution Control Financing Authority Variable Rate Demand Solid Waste Refunding Revenue Bonds (Waste Management, Inc., Project) Series 2015B-1 and 2015B-2 (\$126,000,000)
- Richmond Joint Powers Financing Authority Lease Revenue Bonds, Series 2016 (\$28,390,000)
- Housing Authority of the County of Sacramento Multifamily Housing Revenue Note (Ethan Terrace Apartments), 2015 Issue D-1 (\$5,900,000) and Multifamily Housing Revenue Bonds (Ethan Terrace Apartments), 2015 Issue D-2 (\$1,500,000)
- Housing Authority of the City of Richmond Multifamily Housing Revenue Bonds (Friendship Manor and Triangle Court) 2015 Series A-1 and 2015 Series A-2 (\$16,500,000)
- Golden State Tobacco Securitization Corporation Enhanced Tobacco Settlement Asset-Backed Bonds, Series 2015A (\$1,692,050,000)

Admissions

- California

ATTACHMENT 1
(Standard Agreement)



Aviva M. Roth

Career Associate
Washington, D.C.
T +1 202 339 8636
E aroth@orrick.com

Aviva Roth is a career associate in the Washington, D.C., office and a member of the Tax Group. She focuses her practice on the taxation of municipal finance.

Practice Areas

- Tax

Honors

- 2008 Department of Treasury Legal Division Award for Research and Writing

Education

- LL.M., New York University School of Law, 1998
- J.D., Yeshiva University, Benjamin N. Cardozo School of Law, 1997, *Order of the Coif*
- B.A., City University of New York, Queens College, 1994, *magna cum laude*

Aviva has experience in governmental and exempt facility bonds, including general governmental facilities, 501(c)(3) bonds, tobacco asset securitizations, capital funds financing, arbitrage and post-issuance compliance relating to private use issues.

Prior to joining Orrick, she was a docket attorney at the Internal Revenue Service Office of Chief Counsel where she drafted regulations, notices and private letter rulings.

Admissions

- District of Columbia
- New York

ATTACHMENT 1
(Standard Agreement)

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Parsa Ansari

Associate
San Francisco
T 415-773-6621
E pansari@orrick.com

Practice Areas

- Public Finance

Parsa Ansari, an associate in the San Francisco office, is a member of the Public Finance Department. Parsa has served as bond counsel and disclosure counsel on a variety of transactions including general obligation and conduit bond financings for local governments, state agencies and school districts.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, Contractor shall be compensated at the following hourly rates:

- Blended hourly rate for professional services = \$500/hr.
- Hourly rate for paralegal services = \$200/hr.

Maximum hours billable for travel to CPCFA may not exceed two (2) hours, unless prior written approval is obtained from CPCFA. Travel, transportation and per diem expenses shall not exceed the rates payable to State employees. Authorized actual expenses incurred will be limited to \$100.00 per transaction or special project assignment, including postage, mailing, courier, and printing/reproduction costs unless prior written approval is obtained from CPCFA. CPCFA will not reimburse the printing of or the copying of electronically received/delivered documents for the Contractor's in-house use. Actual expenses incurred must be itemized.

B. Invoices must include the Agreement Number (CPCFA03-17B) and the following information:

- The specific date (month, day and year) covered by the invoice;
- A detailed description of and basis for each itemized actual expense incurred;
- A detailed description of the services provided, including, at a minimum:
 - a) For review of documents, a brief description of the document reviewed.
 - b) For preparation of documents, a brief description of the document prepared.
 - c) For attendance, or preparation for attendance, at a meeting, hearing, or other event, a brief description of the purpose of the meeting, hearing or event.
 - d) For telephone conversations, the name of the party with whom you spoke and a brief description of the subject matter discussed.
 - e) For strategy conferences, the name of the parties participating in the strategy conference and a brief description of the subject matter discussed; and for research, a brief description of the issues researched.

C. Invoices shall be submitted in duplicate and not more frequently than monthly in arrears to:

Reneé Webster-Hawkins, Executive Director
California Pollution Control Financing Authority
P. O. Box 942809
Sacramento, CA 94209

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this Agreement as if attached hereto. The General Terms and Conditions may be viewed and downloaded at <http://www.dgs.ca.gov/ois/Resources/StandardContractLanguage.aspx>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Section 3 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

3. Evaluation of Contractor

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. No Agency Liability

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

**EXHIBIT D
(Standard Agreement)**

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Titles/Section Headings

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Paragraph Section 3 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Paragraph Section 3 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

EXHIBIT D
(Standard Agreement)

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

18. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

**EXHIBIT D
(Standard Agreement)**

19. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

**EXHIBIT D
(Standard Agreement)**

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

**EXHIBIT D
(Standard Agreement)**

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

34. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

35. Disabled Veteran Business Participation

- a. Contractor agrees that as contractor of the State, it will meet the requirements of the State's policies that embrace section 10115 et seq. of the Public Contract Code regarding 3% Disabled Veteran Business Enterprise (DVBE) participation goal for state contracts.
- b. Nothing shall be construed to authorize Contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- c. Contractor agrees to provide the State or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of Public Contract Code section 10115 et seq. Upon reasonable notice, Contractor shall permit the State or its delegate access to Contractor's premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with

**EXHIBIT D
(Standard Agreement)**

the applicable provisions of Public Contract Code section 10115 et seq. and California Code of Regulations, title 2, section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered hereunder.

36. Labor Neutrality Policy

CPCFA recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain "neutral" means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor's employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. LEGAL SERVICES AGREEMENTS

In accordance with Public Contract Code section 10353.5, Contractor shall:

- Adhere to legal cost and billing guidelines designated by the State.
- Adhere to litigation plans designated by the State.
- Adhere to case phasing of activities designated by the State.
- Submit and adhere to legal budgets as designated by the State.
- Maintain legal malpractice insurance in an amount not less than the amount designated by the State.
- Submit to legal bill audits and law firm audits if requested by the State. The audits may be conducted by employees and designees of the State or by any legal cost control providers retained by the State.
- Submit to a legal cost and utilization review, as determined by the State.

2. GOOD FAITH EFFORT TO PROVIDE PRO BONO LEGAL SERVICES (for legal services contracts of more than \$50,000)

Pursuant to Business and Professions Code section 6072, Contractor certifies and agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of either 1) 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year, or 2) ten percent (10%) of its contract with the State, which is calculated by the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the Contractor.

Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

3. CONFLICT OF INTEREST; NO PROFIT

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER CPCFA03-17B	AMENDMENT NUMBER
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	6/1/18	5/31/20	\$166,666.00	Exempt/RFI
Amendment 1				
Amendment 2				
TOTAL			\$166,666.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) Request for Information

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

1. Law offices of Leslie M. Lava \$500/hr 2. Orrick, Herrington, & Suttcliffe \$500/hr 3. Straddling Yocca Carlson & Rauth \$425/hr 4. Law offices of Alexis S. M. Chiu \$450/hr 5. Nossaman LLP \$350/hr 6. Posinelli \$450/hr 7. Hawkins Delafield & Wood LLP \$485/hr 8. Norton Rose Fulbright \$660/hr 9. Nixon Peabody \$500/hr

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)
 Contracts were awarded to the highest scorers and most qualified firms.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?


The rates are compatible to other Law Firms with similar experiences and areas of expertise.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).


AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Renee Webster-Hawkins	DATE SIGNED 7/11/2018
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A
22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
 No Yes
 SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes 3 % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Renee Webster-Hawkins, Executive Director	DATE SIGNED 7/11/2018
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AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17B

AMENDMENT NUMBER


JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The scope of services for this contract is highly specialized and requires expertise from the Contractor to provide legal counsel services, issuer's counsel for bond financings, tax and legal matters, IRS audits, environmental issues and other related bond services in the event Attorney general's Office is unable to.

Government Code 19130 (b) (7) State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE(Print or Type) Renee Webster-Hawkins, Executive Director	DATE SIGNED 7/11/2018
PHONE NUMBER (916) 657-4921	STREET ADDRESS 801 Capitol Mall, 2nd Floor	
EMAIL renee.webster-hawkins@treasurer.ca.gov	CITY Sacramento	STATE ZIP CA 95814

STD 213A (Rev. 10/2019)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER CPCFA03-17B	AMENDMENT NUMBER 1	Purchasing Authority Number
--	------------------------------	-----------------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Pollution Control Financing Authority

CONTRACTOR NAME

Orrick Herrington & Sutcliffe LLP

2. The term of this Agreement is:

START DATE

June 1, 2018

THROUGH END DATE

May 31, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$166,666.00 (one hundred sixty-six thousand six hundred sixty-six dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Agreement Number CPCFA03-17B, Item 2, which currently reads:

The Term of this Agreement is June 1, 2018 through May 31, 2020

Shall hereby be amended to read as follows:

The term of this Agreement is June 1, 2018 through May 31, 2021

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Orrick Herrington & Sutcliffe LLP

CONTRACTOR BUSINESS ADDRESS

405 Howard Street

CITY

San Francisco

STATE

CA

ZIP

94105

PRINTED NAME OF PERSON SIGNING

John Wang

TITLE

Partner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Pollution Control Financing Authority

CONTRACTING AGENCY ADDRESS

801 Capitol Mall

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Janae R. Davis

TITLE

Deputy Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17B

AMENDMENT NUMBER

1, Revision 2 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Orrick Herrington & Sutcliffe LLP		2. FEDERAL I.D. NUMBER 94-2952627
3. AGENCY TRANSMITTING AGREEMENT California Pollution Control Financing Authority	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010800
6a. CONTRACT ANALYST NAME Nicholas Montalvo	6b. EMAIL nicholas.montalvo@treasurer.ca.gov	6c. PHONE NUMBER (916) 653-6217
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: Law Offices of Leslie M. Lava PRIOR AGREEMENT NUMBER: CPCFA04-11B		

8. BRIEF DESCRIPTION OF SERVICES
 Contractor will provide legal counsel services on matters relating to the Authority's financing programs. This includes review of Final Resolution, serving as Issuer's Counsel on bond financings, assisting with post-issuance tax compliance, responding to IRS audits, provide advice and assistance in maintaining and monitoring SBAF monies, and other related services.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Law firms will be serve as Issuer's Counsel in the event the Attorney General's Office is unable to meet CPCFA's needs for specialized legal services related to Bonds. This will allow CPCFA to continue issuing bonds to the public without disruption.

Amendment to extend the term of service by an additional 12 months. Revision to move funds between fiscal years.

10. PAYMENT TERMS (More than one may apply)

- Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ or _____ %
 Reimbursement / Revenue
 Other (Explain) Monthly, in arrears

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
CPCFA	0974-501-0930.002	17/18	839	1979	\$0.00
CPCFA	0974-501-0930.002	18/19	839	1979	\$0.00
CPCFA	0974-501-0930.002	19/20	839	1979	\$20,000.00
CPCFA	0974-501-0930.002	20/21	839	1979	\$146,000.00
OBJECT CODE 90005-5340510				AGREEMENT TOTAL	\$166,000.00

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

OPTIONAL USE

AGREEMENT NUMBER CPCFA03-17B	AMENDMENT NUMBER 1, Revision 2
---	---

AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$166,666.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE \$166,666.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (<i>Print or Type</i>) Kristalyn Fong	DATE SIGNED
--------------------------------	--	-------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	06/01/2018	05/31/2020	\$166,666.00	Exempt/RFI
Amendment 1	06/01/2018	05/31/2021	\$0.00	
TOTAL			\$166,666.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (*Attach justification if secondary method is used*)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (*Give authority for exempt status*)
 Sole Source Contract (*Attach STD. 821*)
 Other (*Explain*) Request for Information

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (*List of bidders, bid amount and small business status*) (*If an amendment, sole source, or exempt, leave blank*)
 N/A - Amendment

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (*If an amendment, sole source, or exempt, leave blank*)
 N/A - Amendment

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
 The rates are compatible to other Law Firms with similar experiences and areas of expertise.

17a. JUSTIFICATION FOR CONTRACTING OUT (*Check one*)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other Amendment)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE	SIGNER'S NAME (<i>Print or Type</i>) Janae R. Davis	DATE SIGNED
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input checked="" type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (*If an amendment, explain changes if any*) No (*Explain below*) Yes 3 % of Agreement
 DVBE #44196

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17B

AMENDMENT NUMBER

1, Revision 2

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

No

Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

NAME/TITLE (Print or Type)

DATE SIGNED

Janae R. Davis, Deputy Executive Director

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17B

AMENDMENT NUMBER

1, Revision 2**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Amendment

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE <i>(Print or Type)</i> Janae R. Davis, Deputy Executive Director	DATE SIGNED	
PHONE NUMBER (916) 654-5610	STREET ADDRESS 801 Capitol Mall, 2nd Floor		
EMAIL janae.davis@treasurer.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

ATTACHMENT 5

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

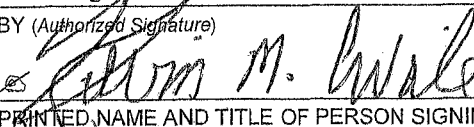
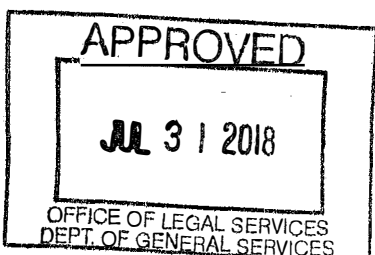
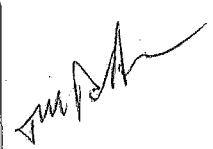
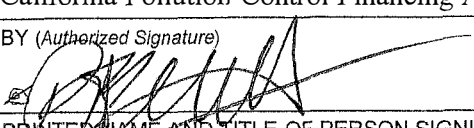
AGREEMENT NUMBER CPCFA03-17C
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
California Pollution Control Financing Authority
CONTRACTOR'S NAME
Stradling Yocca Carlson & Rauth
- The term of this Agreement is: June 1, 2018 through May 31, 2020
At its discretion, CPCFA may extend the term of the Contract for one additional year
- The maximum amount of this agreement is: \$ 166,666.00
One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)
Attachment 1 – Resumes of Key Personnel	8 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 04/2017
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	7 page(s)
<input type="checkbox"/> Exhibit D* – Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Stradling Yocca Carlson & Rauth		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/31/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Kevin M. Civale, Esq.		
ADDRESS 500 Capitol Mall, Suite 1120 Sacramento, CA 95814		  <input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
AGENCY NAME California Pollution Control Financing Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/11/2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Renee Webster-Hawkins, Executive Director		
ADDRESS 801 Capitol Mall Sacramento, CA 95814		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Scope of Services

The Contractor shall perform the following services upon request by the California Pollution Control Financing Authority ("CPCFA, "Authority", or the "State") on an as-needed basis with the Attorney General's Office's consent.

Bond Financings

- a. Serve as Issuer's Counsel for bond financings. Issuer's Counsel will be expected to review and comment on the Loan Agreement, Escrow Agreement, Indenture, Tax Certificate, Bond Purchase Agreement, Preliminary and Final Official Statements, Final Resolution, the Small Business Assistance Fund ("SBAF") Resolution, and other documents relevant to the bond financings. Issuer's Counsel may be asked to review borrower-related documents, such as organizational documents and the reimbursement agreement, as well as borrower counsel and credit provider counsel opinions.
- b. Provide advice and assistance in maintaining and monitoring SBAF monies, and obtaining tax rulings related thereto in order to maintain the tax exempt status of outstanding bonds.
- c. Identify and advise CPCFA with respect to any legal issues relating to or arising from the transaction.
- d. Prepare any documents deemed necessary to support Issuer's Counsel Opinions.
- e. Prepare legal opinions traditionally prepared by Issuer's Counsel to bond financings and as requested and necessary.
- f. Provide assistance and advice on tax and legal matters on prior, current or proposed bond financings.
- g. Work with other California State agencies as deemed appropriate by CPCFA.
- h. Meet, as needed, with the Authority members and its staff at a location to be determined by the Authority.
- i. Attend and represent CPCFA in meetings and conference calls relating to the transaction.
- j. Represent CPCFA's legal interests in connection with the transaction, and provide any other legal services requested by CPCFA that are necessary and related to the transaction.
- k. In all respects, the Contractor shall represent the best interests of the Authority and the State of California in all transactions and proceedings.

EXHIBIT A
(Standard Agreement)

Special Projects

- a. Assist in the review and revision of CPCFA’s Pollution Control Bond Program, including tax exempt bond issuance guidelines.
- b. Assist CPCFA in creating template bond documents and identifying, addressing and resolving common policy issues that tend to arise in bond documents from transaction to transaction.
- c. Assist in the creation and implementation of new financing programs including bond and equipment financing, loans or grants.
- d. Provide assistance in preparing for and responding to Internal Revenue Services (“IRS”) audits/examinations in a timely manner.
- e. Assist in other special projects relating to CPCFA’s programs.

2. Term of Agreement

The term of the Agreement will be for a two-year period with a not to exceed amount of \$166,666.00. At the Authority’s discretion, the contract may be extended for one additional year, for a total contract term of three years. The term of the Agreement is expected to begin June 1, 2018 pending approval by CPCFA and the Department of General Services (“DGS”), if required.

3. Representatives

The project Representatives during the term of the agreement will be:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: Stradling Yocca Carlson & Rauth
Name: Reneé Webster-Hawkins	Name: Kevin M. Civale, Esq.
Office 801 Capitol Mall, 2 nd Floor Location: Sacramento, California 95814 Mailing P.O. Box 942809 Address: Sacramento, CA 94209	Address: 500 Capitol Mall, Suite 1120 Sacramento, CA 95814
Phone: (916) 654-5610	Phone: 916-449-2360
Fax: (916) 657-4821	Fax:
Email: rwebster-hawkins@treasurer.ca.gov	Email: kcivale@sycr.com

EXHIBIT A
(Standard Agreement)

Direct all inquiries to:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: Stradling Yocca Carlson & Rauth
Attention Deanna Hamelin, TPM I	Attention: John Wang
Office 801 Capitol Mall, 2 nd Floor Location: Sacramento, California 95814 Mailing P.O. Box 942809 Address: Sacramento, CA 94209	Address: 500 Capitol Mall, Suite 1120 Sacramento, CA 95814
Phone: (916) 657-4337	Phone: 916-449-2360
Fax: (916) 657-4821	Fax:
Email: dhamelin@treasurer.ca.gov	Email: kcivale@sycr.com

**ATTACHMENT 1
(Standard Agreement)**

KEVIN M. CIVALE

EXPERIENCE:

Stradling Yocca Carlson & Rauth
3/07 through present

Hawkins Delafield & Wood LLP
9/84 through 2/07

EDUCATION:

Legal

Fordham University School of Law
New York, New York
J.D., May 1984

Undergraduate

Boston College
Chestnut Hill, Massachusetts
B.A., English, cum laude, 1981

MEMBER: State Bar of California
New York State Bar Association

**ATTACHMENT 1
(Standard Agreement)**

ROBERT J. WHALEN

EXPERIENCE:

Stradling Yocca Carlson & Rauth
12/82 through present

Paul, Hastings, Janofsky & Walker
1/80 through 11/82

Law Clerk to Chief Judge Edward J. Schwartz,
United States District Judge, Southern District of California,
San Diego, California
1978 to 1979

EDUCATION:

Legal

University of California, Berkeley
Berkeley, California
J.D., May 1978

Undergraduate

Harvard College
Cambridge, Massachusetts
B.A., Urban Studies, cum laude, 1975

MEMBER:

State Bar of California
Orange County Bar Association
National Association of Bond Lawyers
Board of Directors, Orange County Bar Foundation
(1992-present) (President 1997)
Board of Directors, Boalt Hall Alumni Association
(1995-1997)
Board of Directors, Laguna Beach Educational Foundation
(1991-1997) (President 1996)
Board of Directors, Laguna Beach Little League
(1995-1997) (President 1996-97)
Board of Directors, Boys & Girls Club of Laguna Beach (2004-2012)
(President 2009-11)
Member, State Treasurer's Bond Accountability Task Force (2015)

PUBLIC OFFICE:

City Council, City of Laguna Beach (2012-present)
Planning Commission, City of Laguna Beach (2008-2012)
Board of Education, Laguna Beach Unified School District
(1997-2006)
Mayor, City of Laguna Beach (2014-2015)

**ATTACHMENT 1
(Standard Agreement)**

CAROL L. LEW

PERSONAL:

Born: Los Angeles, California

EMPLOYMENT:

1/91 through present STRADLING YOCCA CARLSON & RAUTH
Shareholder
660 Newport Center Drive
Newport Beach, California 92660

8/89 through 12/90 BROWN & WOOD
Associate
555 California Street
San Francisco, California 94104

8/86 through 8/89 ORRICK, HERRINGTON & SUTCLIFFE
Associate
400 Sansome Street
San Francisco, California 94111

LEGAL EDUCATION:

University of California,
Hastings College of the Law
San Francisco, California
J.D., Magna Cum Laude,
Order of the Coif, May 1986

ACTIVITIES:

Organizations: National Association of Bond Lawyers,
President, National Association of Bond Lawyers,
2006-2007
Editor in Chief, National Association of Bond Lawyers' five volume treatise
Federal Taxation of Municipal Bonds,
2000-2003
Member of Steering Committee for the Bond Attorneys' Workshop,
1997-2000

American Bar Association, Taxation Section,
Tax-Exempt Financing Committee,
Chair of Tax-Exempt Financing Committee 2001-2003;
Chair of Subcommittee on Governmental Bonds 1997-1999;
Chair of Task Force on Change in Use 1995-1997;
Secretary 1993-1995;
member of various task forces

State Bar of California, Taxation Section, Executive Committee

ATTACHMENT 1
(Standard Agreement)

Member, 1997-2000; Income/Other Taxes
Committee, Co-Chair, 1994-1996
California Debt and Investment Advisory Commission
Member of Technical Advisory Committee, 2002-2006
Project Manager, California Investment Primer

Panelist:

California Debt and Investment Advisory Commission, 1997
(Assessment and Mello-Roos bond Seminar)
California Redevelopment Association —
Seminar Regarding Private Activity Regulations 1997
National Association of Bond Lawyers, Tax Seminar 1997
National Association of Bond Lawyers, Bond Attorneys' Workshop 1996
(I.R.C. Section 141, 148 and Reissuance)
National Association of Bond Lawyers, Arbitrage Seminar 1996
California Redevelopment Association — Seminar Regarding
Private Activity Regulations 1996
National Association of Bond Lawyers,
Bond Attorneys' Workshop 1995 (I.R.C. Section 141 and 148,
and Reissuance)
Coalition for Adequate School Housing ("CASH"), 1995
(Private Activity Regulations—Mello-Roos Bonds)
National Association of Bond Lawyers, Arbitrage Seminar 1995
National Association of Bond Lawyers, Bond Attorneys' Workshop
1994 (I.R.C. Sections 141 and 148, and Reissuance)
National Association of Bond Lawyers, Arbitrage Seminar 1994
National Association of Bond Lawyers, Bond Attorneys' Workshop
1993 (I.R.C. Section 148)
Practicing Law Institute, Tax-Exempt Financing 1993
National Association of Bond Lawyers,
Bond Attorneys' Workshop, 1992
(I.R.C. Sections 141 and 148)
California Debt Advisory Commission, 1992
(Understanding the Debt Issuance Process for School Officials)
Coalition for Adequate School Housing ("CASH"), 1992
(Tax Law Restrictions with respect to School Finance)
National Association of Bond Lawyers,
Washington IRS Workshop, 1992
(Conference with IRS regarding Current Tax Law Practices)
National Association of Bond Lawyers,
Bond Attorneys' Workshop, 1991
(I.R.C. Sections 141 and 148)
National Association of Bond Lawyers,
Bond Attorneys' Workshop, 1990
(I.R.C. Section 148 Rebate Requirements)

**ATTACHMENT 1
(Standard Agreement)**

- National Association of Bond Lawyers,
Bond Attorneys' Workshop, 1989
(I.R.C. Section 148 Rebate Requirements)
- Task Forces:
- Member, National Association of Bond Lawyers, Comment Project on
Arbitrage Regulations (1997)
- Member, National Association of Bond Lawyers, Comment Project on
Private Activity Regulations (1997)
- Chair, American Bar Association, Taxation Section,
Tax-Exempt Financing Committee, Tax Force With Respect to
Revenue Procedure 96-16 (1996)
- Member, American Bar Association, Taxation Section,
Tax-Exempt Financing Committee, Task Force With Respect to Derivatives
(1993 to present)
- Member, American Bar Association, Taxation Section,
Tax-Exempt Financing Committee, Task Force With Respect to Enforcement and
Alternative Penalty (1993 to present)
- Member, American Bar Association, Taxation Section,
Tax-Exempt Financing Committee, Task Force With Respect to Working Capital
Financings (1991 to present)
- Member, American Bar Association, Taxation Section,
Tax-Exempt Financing Committee, Task Force With Respect to the Definition of
"Issue" for purposes of I.R.C. Sections 103 and 141 through 150 (1991 to
present)
- Publications
and Papers:
- Co-Author, California Debt and Investment Advisory Commission –
California Investment Primer
- Principal Author, American Bar Association, Committee on
Tax-Exempt Financing — Comments Regarding Revenue
Procedure 96-16 Procedure on Obtaining Rulings For Issuers
of Tax-Exempt Bonds, May 1996
- Principal Author, State Bar of California, Taxation Section,
Comments Relating to Proposed Treasury Regulations Under Section 141 of the
Internal Revenue Code of 1986, as amended, and their application to Assessment
Bonds and Mello-Ross Bonds, April 1995
- Author, Identifying and Resolving Tax Issues Relating to
Tax-Exempt Financing Transactions, National Association of Bond Lawyers,
Internal Revenue Service Washington Workshop, February, 1992
- Author, Expenditure of Proceeds of Governmental Bonds
and Intergovernmental Transfers, American Bar Association, Tax Section,
Tax-Exempt Financing Committee, Tax Force on Working Capital, January 1992
- Co-Author with Clifford M. Gerber,

**ATTACHMENT 1
(Standard Agreement)**

The Arbitrage Rebate Requirement - Overview,
1990 Bond Attorneys' Workshop

**ATTACHMENT 1
(Standard Agreement)**

LAWRENCE CHAN

EDUCATION

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA, Juris Doctor, 2009

- Hale Moot Court Honors Program

UNIVERSITY OF CALIFORNIA, LOS ANGELES, Los Angeles, CA, Bachelor of Arts, Political Science, 2005

- Student fellow at the Center for American Politics and Public Policy (Washington, D.C.)

EXPERIENCE

STRADLING YOCCA CARLSON & RAUTH Newport Beach, CA
Aug. 2013 – Present

Representative clients: City of Oceanside, City of Chino, County of San Bernardino, County of Orange, Eastern Municipal Water District, Castaic Lake Water Agency, Citigroup Global Markets Inc., El Dorado Irrigation District

- Serve as bond counsel and disclosure counsel representing cities, counties, community facilities districts, water agencies in connection with new money and refunding financings, including bonds and certificates of participation secured by lease revenues, installment payments and net operating revenues.
- Represent public agencies in the formation, administration, and modification of special districts, including Mello-Roos community facilities districts and assessment districts.
- Serve as underwriter's counsel representing municipal bond underwriters with respect to issuance of tax-exempt municipal securities.

FAGEN FRIEDMAN & FULFROST LLP San Marcos, CA
Feb. 2013 – Aug. 2013

Representative clients: Murrieta Valley Unified School District, La Mesa-Spring Valley School District, William S. Hart Union High School District, Santa Monica Community College District

- Represented school district and community college districts in the purchase, sale, and leasing of real property.
- Served as special counsel to public school districts with respect to lease financings of equipment and technology infrastructure.
- Represented school district in successful workout with real property developer to recover delinquent Mello-Roos special taxes.

BOWIE ARNESON WILES & GIANNONE Newport Beach, CA
Sept. 2010 – Feb. 2013

**ATTACHMENT 1
(Standard Agreement)**

Representative clients: William S. Hart Union High School District, Capistrano Unified School District, Jurupa Unified School District, Temecula Valley Unified School District

- Bond counsel representing public school districts with various forms of public financing transactions, including general obligation bonds, certificates of participation, and land-secured financings such as Mello-Roos special tax bonds.
- Represented public school districts with respect to the formation, administration, and modification of Mello-Roos community facilities districts.
- Researched and advised on compliance with California laws relating to environmental review, labor, open public meetings, public records requests, and public bidding.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, Contractor shall be compensated at the following hourly rates:

- Blended hourly rate for professional services = \$425/hr.
- Hourly rate for paralegal services = \$100/hr.

Maximum hours billable for travel to CPCFA may not exceed two (2) hours, unless prior written approval is obtained from CPCFA. Travel, transportation and per diem expenses shall not exceed the rates payable to State employees. Authorized actual expenses incurred will be limited to \$100.00 per transaction or special project assignment, including postage, mailing, courier, and printing/reproduction costs unless prior written approval is obtained from CPCFA. CPCFA will not reimburse the printing of or the copying of electronically received/delivered documents for the Contractor's in-house use. Actual expenses incurred must be itemized.

B. Invoices must include the Agreement Number (CPCFA03-17C) and the following information:

- The specific date (month, day and year) covered by the invoice;
- A detailed description of and basis for each itemized actual expense incurred;
- A detailed description of the services provided, including, at a minimum:
 - a) For review of documents, a brief description of the document reviewed.
 - b) For preparation of documents, a brief description of the document prepared.
 - c) For attendance, or preparation for attendance, at a meeting, hearing, or other event, a brief description of the purpose of the meeting, hearing or event.
 - d) For telephone conversations, the name of the party with whom you spoke and a brief description of the subject matter discussed.
 - e) For strategy conferences, the name of the parties participating in the strategy conference and a brief description of the subject matter discussed; and for research, a brief description of the issues researched.

C. Invoices shall be submitted in duplicate and not more frequently than monthly in arrears to:

Reneé Webster-Hawkins, Executive Director
California Pollution Control Financing Authority
P. O. Box 942809
Sacramento, CA 94209

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

**EXHIBIT B
(Standard Agreement)**

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this Agreement as if attached hereto. The General Terms and Conditions may be viewed and downloaded at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Section 3 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

3. Evaluation of Contractor

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. No Agency Liability

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

**EXHIBIT D
(Standard Agreement)**

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Titles/Section Headings

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Paragraph Section 3 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Paragraph Section 3 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

**EXHIBIT D
(Standard Agreement)**

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

18. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

**EXHIBIT D
(Standard Agreement)**

19. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

**EXHIBIT D
(Standard Agreement)**

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

**EXHIBIT D
(Standard Agreement)**

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

34. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

35. Disabled Veteran Business Participation

- a. Contractor agrees that as contractor of the State, it will meet the requirements of the State's policies that embrace section 10115 et seq. of the Public Contract Code regarding 3% Disabled Veteran Business Enterprise (DVBE) participation goal for state contracts.
- b. Nothing shall be construed to authorize Contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- c. Contractor agrees to provide the State or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of Public Contract Code section 10115 et seq. Upon reasonable notice, Contractor shall permit the State or its delegate access to Contractor's premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with

**EXHIBIT D
(Standard Agreement)**

the applicable provisions of Public Contract Code section 10115 et seq. and California Code of Regulations, title 2, section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered hereunder.

36. Labor Neutrality Policy

CPCFA recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain "neutral" means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor's employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

1. LEGAL SERVICES AGREEMENTS

In accordance with Public Contract Code section 10353.5, Contractor shall:

- Adhere to legal cost and billing guidelines designated by the State.
- Adhere to litigation plans designated by the State.
- Adhere to case phasing of activities designated by the State.
- Submit and adhere to legal budgets as designated by the State.
- Maintain legal malpractice insurance in an amount not less than the amount designated by the State.
- Submit to legal bill audits and law firm audits if requested by the State. The audits may be conducted by employees and designees of the State or by any legal cost control providers retained by the State.
- Submit to a legal cost and utilization review, as determined by the State.

2. GOOD FAITH EFFORT TO PROVIDE PRO BONO LEGAL SERVICES (for legal services contracts of more than \$50,000)

Pursuant to Business and Professions Code section 6072, Contractor certifies and agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of either 1) 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year, or 2) ten percent (10%) of its contract with the State, which is calculated by the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the Contractor.

Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

3. CONFLICT OF INTEREST; NO PROFIT

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

AGREEMENT SUMMARY

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AGREEMENT NUMBER

CPCFA03-17C

AMENDMENT NUMBER

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Stradling Yocca Carlson & Rauth		2. FEDERAL I.D. NUMBER 95-3347002
3. AGENCY TRANSMITTING AGREEMENT California Pollution Control Financing Authority	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010800
6a. CONTRACT ANALYST NAME Tajinder Kaur	6b. EMAIL tajinder.kaur@treasurer.ca.gov	6c. PHONE NUMBER (916) 651-0111
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: Orrick, Herrington and Sutcliffe LLP PRIOR AGREEMENT NUMBER: CPCFA04-11C		

8. BRIEF DESCRIPTION OF SERVICES

Contractor will provide legal counsel services on matters relating to the Authority's financing programs. This includes review of Final Resolution, serving as Issuer's Counsel on bond financings, assisting with post-issuance tax compliance, responding to IRS audits, provide advice and assistance in maintaining and monitoring SBAF monies, and other related services.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Law firms will be serve as Issuer's Counsel in the event the Attorney General's Office is unable to meet CPCFA's needs for specialized legal services related to Bonds. This will allow CPCFA to continue issuing bonds to the public without disruption.

10. PAYMENT TERMS (More than one may apply)

- Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ or _____ %
 Reimbursement / Revenue
 Other (Explain) Monthly, in arrears

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
CPCFA	0974-501-0930.001	17/18	839	1979	\$666.00
CPCFA	0974-501-0930.001	18/19	839	1979	\$83,000.00
CPCFA	0974-501-0930.001	19/20	839	1979	\$83,000.00

OBJECT CODE
0002-90005-415

AGREEMENT TOTAL

\$166,666.00

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
\$166,666.00PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE
\$166,666.00

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

Kristalyn Fong

5/16/18

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 08/2017)

AGREEMENT NUMBER CPCFA03-17C	AMENDMENT NUMBER
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	6/1/18	5/31/20	\$166,666.00	Exempt/RFI
Amendment 1				
Amendment 2				
TOTAL			\$166,666.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) Request for Information

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

1. Law offices of Leslie M. Lava \$500/hr 2. Orrick, Herrington, & Suttcliffe \$500/hr 3. Straddling Yocca Carlson & Rauth \$425/hr 4. Law offices of Alexis S. M. Chiu \$450/hr 5. Nossaman LLP \$350/hr 6. Posinelli \$450/hr 7. Hawkins Delafield & Wood LLP \$485/hr 8. Norton Rose Fulbright \$660/hr 9. Nixon Peabody \$500/hr

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)
 Contracts were awarded to the highest scorers and most qualified firms.


16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
 The rates are compatible to other Law Firms with similar experiences and areas of expertise.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Renee Webster-Hawkins	DATE SIGNED 7/11/2018
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A
22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
 No Yes
 SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes 3 % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Renee Webster-Hawkins, Executive Director	DATE SIGNED 7/11/2018
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AGREEMENT SUMMARY

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AMENDMENT NUMBER


JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The scope of services for this contract is highly specialized and requires expertise from the Contractor to provide legal counsel services, issuer's counsel for bond financings, tax and legal matters, IRS audits, environmental issues and other related bond services in the event Attorney general's Office is unable to.

Government Code 19130 (b) (7) State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE(Print or Type) Renee Webster-Hawkins, Executive Director	DATE SIGNED 7/11/2018
PHONE NUMBER (916) 657-4921	STREET ADDRESS 801 Capitol Mall, 2nd Floor	
EMAIL renee.webster-hawkins@treasurer.ca.gov	CITY Sacramento	STATE ZIP CA 95814

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

CPCFA03-17C

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Pollution Control Financing Authority

CONTRACTOR NAME

Stradling Yocca Carlson & Rauth

2. The term of this Agreement is:

START DATE

June 1, 2018

THROUGH END DATE

May 31, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$166,666.00 (one hundred sixty-six thousand six hundred sixty-six dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Agreement Number CPCFA03-17C, Item 2, which currently reads:

The Term of this Agreement is June 1, 2018 through May 31, 2020

Shall hereby be amended to read as follows:

The term of this Agreement is June 1, 2018 through May 31, 2021

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Stradling Yocca Carlson & Rauth

CONTRACTOR BUSINESS ADDRESS

500 Capitol Mall, Suite 1120

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kevin M. Civale, Esq.

TITLE

Shareholder

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Pollution Control Financing Authority

CONTRACTING AGENCY ADDRESS

801 Capitol Mall

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Janae R. Davis

TITLE

Deputy Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17C

AMENDMENT NUMBER

1, Revision 2 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Stradling Yocca Carlson & Rauth		2. FEDERAL I.D. NUMBER 95-3347002
3. AGENCY TRANSMITTING AGREEMENT California Pollution Control Financing Authority	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010800
6a. CONTRACT ANALYST NAME Nicholas Montalvo	6b. EMAIL nicholas.montalvo@treasurer.ca.gov	6c. PHONE NUMBER (916) 653-6217
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: Orrick, Herrington and Sutcliffe LLP PRIOR AGREEMENT NUMBER: CPCFA04-11C		

8. BRIEF DESCRIPTION OF SERVICES
Contractor will provide legal counsel services on matters relating to the Authority's financing programs. This includes review of Final Resolution, serving as Issuer's Counsel on bond financings, assisting with post-issuance tax compliance, responding to IRS audits, provide advice and assistance in maintaining and monitoring SBAF monies, and other related services.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Law firms will be serve as Issuer's Counsel in the event the Attorney General's Office is unable to meet CPCFA's needs for specialized legal services related to Bonds. This will allow CPCFA to continue issuing bonds to the public without disruption.

Amendment to extend the term of service by an additional 12 months. Revision to move funds between fiscal years.

10. PAYMENT TERMS (More than one may apply)

<input type="checkbox"/> Monthly Flat Rate	<input type="checkbox"/> Quarterly	<input type="checkbox"/> One-Time Payment	<input type="checkbox"/> Progress Payment
<input type="checkbox"/> Itemized Invoice	<input type="checkbox"/> Withhold _____ %	<input type="checkbox"/> Advanced Payment Not To Exceed	
<input type="checkbox"/> Reimbursement / Revenue		_____ or _____ %	
<input checked="" type="checkbox"/> Other (Explain) Monthly, in arrears			

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
CPCFA	0974-501-0930.002	17/18	839	1979	\$0.00
CPCFA	0974-501-0930.002	18/19	839	1979	\$0.00
CPCFA	0974-501-0930.002	19/20	839	1979	\$20,000.00
CPCFA	0974-501-0930.002	20/21	839	1979	\$146,666.00
OBJECT CODE 90005-5340510				AGREEMENT TOTAL	\$166,666.00

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

OPTIONAL USE

AGREEMENT NUMBER CPCFA03-17C	AMENDMENT NUMBER 1, Revision 2
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AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$166,666.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE \$166,666.00

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (<i>Print or Type</i>) Kristalyn Fong	DATE SIGNED
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	06/01/2018	05/31/2020	\$166,666.00	Exempt/RFI
Amendment 1	06/01/2018	05/31/2021	\$0.00	
TOTAL			\$166,666.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (*Attach justification if secondary method is used*)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (*Give authority for exempt status*)
 Sole Source Contract (*Attach STD. 821*)
 Other (*Explain*) Request for Information

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (*List of bidders, bid amount and small business status*) (*If an amendment, sole source, or exempt, leave blank*)

N/A - Amendment

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (*If an amendment, sole source, or exempt, leave blank*)

N/A - Amendment

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The rates are compatible to other Law Firms with similar experiences and areas of expertise.

17a. JUSTIFICATION FOR CONTRACTING OUT (*Check one*)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other Amendment)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE	SIGNER'S NAME (<i>Print or Type</i>) Janae R. Davis	DATE SIGNED
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input checked="" type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (*If an amendment, explain changes if any*)
 No (*Explain below*) Yes 3 % of Agreement

DVBE #1705060

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER CPCFA03-17C	AMENDMENT NUMBER 1, Revision 2
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25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

No

Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (<i>Print or Type</i>) Janae R. Davis, Deputy Executive Director	DATE SIGNED
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AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA03-17C

AMENDMENT NUMBER

1, Revision 2**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Amendment

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE <i>(Print or Type)</i> Janae R. Davis, Deputy Executive Director	DATE SIGNED	
PHONE NUMBER (916) 654-5610	STREET ADDRESS 801 Capitol Mall, 2nd Floor		
EMAIL janae.davis@treasurer.ca.gov	CITY Sacramento	STATE CA	ZIP 95814