

1 [Tax Exempt and Taxable Lease Revenue Commercial Paper Certificates of Participation
2 (Series 1 and Series 2) - Capital Improvements and Equipment - Not to Exceed
2 \$150,000,000]

3

4 **Resolution re-authorizing the execution and delivery of Tax-Exempt Lease Revenue**
5 **Commercial Paper Certificates of Participation, Series 1 and Series 2, and Taxable**
6 **Lease Revenue Commercial Paper Certificates of Participation, Series 1-T and**
7 **Series 2-T, in an aggregate principal amount not to exceed \$150,000,000 to finance the**
8 **costs of the acquisition, construction, and rehabilitation of capital improvements and**
9 **capital equipment approved by the Board of Supervisors and the Mayor; authorizing**
10 **the delivery of an alternate credit facility in the total stated amount of \$163,500,000; and**
11 **approving and authorizing execution of a third supplement to trust agreement, a third**
12 **amendment to site lease, a third amendment to sublease, a letter of credit and**
13 **reimbursement agreement, a fee agreement, an offering memorandum, dealer**
14 **agreements, and certain other related financing documents, and authorizing other**
15 **related actions.**

16

17 WHEREAS, Pursuant to Charter, Section 9.113(e), the Board of Supervisors ("Board")
18 has the authority to borrow money through the issuance from time to time of commercial
19 paper; and

20 WHEREAS, The Board of Supervisors adopted Resolution No. 85-09 on March 17,
21 2009, signed by the Mayor on March 24, 2009, Resolution No. 136-10 on April 6, 2010,
22 signed by the Mayor on April 14, 2010, and Resolution No. 247-13 on July 16, 2013, signed
23 by the Mayor on July 25, 2013 (collectively, the "Program Resolutions"), to establish a
24 commercial paper program ("Program") with an authorization of not to exceed \$250,000,000
25 in aggregate principal amount to provide interim financing of the acquisition, construction and

1 rehabilitation of capital improvements within or owned by the City, and the financing of
2 vehicles and equipment (herein the “Capital Projects”); and

3 WHEREAS, As part of the Program, the City is authorized to cause to be executed and
4 delivered, under and pursuant to the provisions of the Trust Agreement dated as of June 1,
5 2010 (as amended prior to the date hereof, the “Trust Agreement”), between the City and U.S.
6 Bank Trust Company, National Association (“Trustee”), as successor trustee to U.S. Bank
7 National Association, its Tax-Exempt Lease Revenue Commercial Paper Certificates of
8 Participation, Series 1 and Series 2, and its Taxable Lease Revenue Commercial Paper
9 Certificates of Participation, Series 1-T and 2-T (each a “Series” and, collectively, the
10 “Commercial Paper Certificates”), in an aggregate principal amount not to exceed
11 \$150,000,000, which will be sufficient to, among other things, (i) pay on an interim basis the
12 costs of the Capital Projects, (ii) fund capitalized interest with respect to the Commercial
13 Paper Certificates, (iii) to fund Capitalized Fees and Expenses (as defined in the Trust
14 Agreement), and (iv) to pay costs incurred in connection with the sale and delivery of the
15 Commercial Paper Certificates; and

16 WHEREAS, Pursuant to a Site Lease dated as of June 1, 2010 (as amended prior to
17 the date hereof, the “Site Lease”), the City, as lessor, currently leases certain real property
18 and improvements thereon commonly known as Fire Station No. 1, the Public Health Clinic,
19 the Human Services Central Office, the Corporate Yard, and the Fire College (collectively, the
20 “Property”) to the Trustee, as lessee, and, in return therefor, the Trustee causes a portion of
21 the proceeds of the Commercial Paper Certificates to be applied to the acquisition,
22 construction and rehabilitation of the Capital Projects; and

23 WHEREAS, Pursuant to a Sublease dated as of June 1, 2010 (as amended prior to the
24 date hereof, the “Sublease”), the Trustee leases the Property back to the City, and the City,
25 pursuant to the Sublease, pays to the Trustee base rental lease payments (“Base Rental

1 Payments") for the use and occupancy of the Property, which will be used to (i) reimburse the
2 credit or liquidity providers for payments made by the credit or liquidity providers with respect
3 to the Commercial Paper Certificates, pay the fees set forth in the Fee Agreement (as
4 hereinafter defined) and pay all other amounts due and owing to credit or liquidity providers or
5 (ii) if necessary, make payments on the Commercial Paper Certificates; and

6 WHEREAS, Pursuant to an amendment to the Site Lease ("Third Amendment to Site
7 Lease") and an amendment to the Sublease ("Third Amendment to Sublease"), the City
8 proposes to release the Human Services Central Office and the Public Health Clinic from the
9 Property subject to the leasehold under the Site Lease and the Sublease, and to add certain
10 real property and improvements thereon commonly known as the Ambulance Deployment
11 Facility, or any other additional or other substitute property to be identified by a Designated
12 Officer, to the Property subject to the leasehold under the Site Lease and the Sublease; and

13 WHEREAS, U.S. Bank Trust Company, National Association, as successor to U.S.
14 Bank National Association, currently acts as delivery and paying agent for the Commercial
15 Paper Certificates; and

16 WHEREAS, U.S. Bank Trust Company, National Association, proposes to act as
17 delivery and paying agent for the Commercial Paper Certificates pursuant to a Third Amended
18 and Restated Delivery and Paying Agent Agreement ("Third Amended and Restated Delivery
19 and Paying Agent Agreement"); and

20 WHEREAS, The Commercial Paper Certificates are currently remarketed by J.P.
21 Morgan Securities LLC, as dealer; and

22 WHEREAS, J.P. Morgan Securities LLC, a commercial paper dealer selected through
23 a competitive bid process, proposes to act as dealer to remarket a portion of the Commercial
24 Paper Certificates pursuant to an Amended and Restated Commercial Paper Dealer
25 Agreement ("JPM Commercial Paper Dealer Agreement"); and

1 WHEREAS, BofA Securities, Inc., a commercial paper dealer selected through a
2 competitive bid process, proposes to act as dealer to remarket a portion of the Commercial
3 Paper Certificates pursuant to a Commercial Paper Dealer Agreement ("BofA Commercial
4 Paper Dealer Agreement"); and

5 WHEREAS, Wells Fargo Bank, National Association, currently provides liquidity
6 support to the Tax-Exempt Lease Revenue Commercial Paper Certificates of Participation,
7 Series 2 and Taxable Lease Revenue Commercial Paper Certificates of Participation, Series
8 2-T (collectively, the "Series 2 Commercial Paper Certificates") through a line of credit
9 pursuant to a Revolving Credit Agreement between the City and Wells Fargo Bank, National
10 Association ("Existing Liquidity Agreement"); and

11 WHEREAS, TD Bank, N.A. ("Bank"), a bank selected through a competitive bid
12 process, proposes to provide liquidity support to the Series 2 Commercial Paper Certificates
13 through an irrevocable direct-pay letter of credit ("Letter of Credit") in the aggregate total
14 stated amount (reflecting support for principal and interest on the Commercial Paper
15 Certificates) of \$163,500,000 to be issued by the Bank under a Letter of Credit and
16 Reimbursement Agreement to be entered into between the City and the Bank ("Letter of
17 Credit and Reimbursement Agreement") and a Fee Agreement to be entered into between the
18 City and the Bank ("Fee Agreement"); and

19 WHEREAS, The Letter of Credit constitutes an Alternate Credit Facility and a Credit
20 Facility, and the Letter of Credit and Reimbursement Agreement constitutes a Reimbursement
21 Agreement, under the Trust Agreement; and

22 WHEREAS, In connection with the delivery of the Letter of Credit and Reimbursement
23 Agreement, the City desires to enter into the documents described herein and will terminate
24 the Existing Liquidity Agreement in accordance with its terms and the Trust Agreement; and
25

1 WHEREAS, This Board has duly considered such transactions and has determined at
2 this time to approve said transactions in the public interests of the City; now, therefore, be it,

3 RESOLVED, By the Board of Supervisors of the City and County of San Francisco as
4 follows:

5 Section 1. Re-Authorization of Commercial Paper Program; Approval of Third
6 Supplement to Trust Agreement. This Board hereby re-authorizes the Program as it relates to
7 the Commercial Paper Certificates in the maximum aggregate principal amount of
8 \$150,000,000 outstanding from time to time; provided, however, that the interest rate on the
9 Commercial Paper Certificates shall not exceed the maximum rate permitted by law, and the
10 Commercial Paper Certificates shall mature not later than 270 days from the date of issuance,
11 although additional Commercial Paper Certificates may be issued to repay maturing
12 Commercial Paper Certificates for periods also not to exceed 270 days. This Board hereby
13 approves the execution and delivery by the City of the Third Supplement to Trust Agreement
14 in the form on file with the Clerk of the Board, together with such additions thereto and
15 changes therein as the City Controller or the Director of the Office of Public Finance, or their
16 respective designees (each, a "Designated Officer") deem necessary, desirable or appropriate
17 in accordance with Section 10 hereof and upon consultation with the City Attorney, the
18 execution of which by a Designated Officer shall be conclusive evidence of the approval of
19 any such additions and changes. Each Designated Officer, acting alone, is hereby authorized
20 to execute and deliver the final form of the Third Supplement to Trust Agreement for and on
21 behalf of the City. This Board hereby authorizes the performance by the City of its obligations
22 under the Trust Agreement as amended by the Third Supplement to Trust Agreement.

23 Section 2. Approval of Third Amended and Restated Delivery and Paying Agent
24 Agreement. This Board hereby approves the execution and delivery by the City of the Third
25 Amended and Restated Delivery and Paying Agent Agreement in the form on file with the

1 Clerk of the Board, together with such additions thereto and changes therein as a Designated
2 Officer deems necessary, desirable or appropriate in accordance with Section 10 hereof and
3 upon consultation with the City Attorney, the execution of which by a Designated Officer shall
4 be conclusive evidence of the approval of any such additions and changes. Each Designated
5 Officer, acting alone, is hereby authorized to execute and deliver the final form of the Third
6 Amended and Restated Delivery and Paying Agent Agreement for and on behalf of the City.
7 This Board hereby authorizes the performance by the City of its obligations under the Third
8 Amended and Restated Delivery and Paying Agent Agreement.

9 Section 3. Approval of Amendments to Site Lease and Sublease. This Board
10 hereby approves the execution and delivery by the City of the Third Amendment to Site Lease
11 and the Third Amendment to Sublease in the forms on file with the Clerk of the Board,
12 together with such additions thereto and changes therein as a Designated Officer deems
13 necessary, desirable or appropriate in accordance with Section 10 hereof and upon
14 consultation with the City Attorney, the execution of which by a Designated Officer shall be
15 conclusive evidence of the approval of any such additions and changes. Each Designated
16 Officer, acting alone, is hereby authorized to execute and deliver the final form of the Third
17 Amendment to Site Lease and the Third Amendment to Sublease for and on behalf of the
18 City. This Board hereby authorizes the performance by the City of its obligations under the
19 Site Lease, as amended by the Third Amendment to Site Lease, and the Sublease, as
20 amended by the Third Amendment to Sublease.

21 Section 4. Approval of Letter of Credit, Letter of Credit and Reimbursement
22 Agreement, and Related Documents. This Board hereby approves the issuance by the Bank
23 of the Letter of Credit and the execution and delivery by the City of the Letter of Credit and
24 Reimbursement Agreement, the Revolving Bank Certificate included as an exhibit thereto
25 (“Revolving Bank Certificate”), and the Fee Agreement, in the forms on file with the Clerk of

1 the Board, together with such additions thereto and changes therein as a Designated Officer
2 deems necessary, desirable or appropriate in accordance with Section 10 hereof and upon
3 consultation with the City Attorney, the execution of which by a Designated Officer shall be
4 conclusive evidence of the approval of any such additions and changes. Each Designated
5 Officer, acting alone, is hereby authorized to execute and deliver the final forms of the Letter
6 of Credit and Reimbursement Agreement, the Revolving Bank Certificate and the Fee
7 Agreement for and on behalf of the City. This Board hereby authorizes the performance by the
8 City of its obligations under the Letter of Credit and Reimbursement Agreement, the Revolving
9 Bank Certificate and the Fee Agreement.

10 Section 5. Offering Memorandum. This Board hereby approves the Offering
11 Memorandum to be used with respect to the marketing and sale from time to time of the
12 Commercial Paper Certificates, in the form on file with the Clerk of the Board, together with
13 such additions thereto and changes therein as a Designated Officer deems necessary,
14 desirable or appropriate upon consultation with the City Attorney, the execution of which by a
15 Designated Officer shall be conclusive evidence of the approval of any such additions and
16 changes to the Offering Memorandum. The Designated Officers are each further authorized to
17 cause the distribution of the Offering Memorandum.

18 Section 6. Commercial Paper Dealer Agreements. This Board hereby approves the
19 execution and delivery by the City of the JPM Commercial Paper Dealer Agreement and the
20 BofA Commercial Paper Dealer Agreement, in the forms on file with the Clerk of the Board,
21 together with such additions thereto and changes therein as a Designated Officer deems
22 necessary, desirable or appropriate in accordance with Section 10 hereof and upon
23 consultation with the City Attorney, the execution of which by a Designated Officer shall be
24 conclusive evidence of the approval of any such additions and changes. Each Designated
25 Officer, acting alone, is hereby authorized to execute and deliver the final form of the JPM

1 Commercial Paper Dealer Agreement and the BofA Commercial Paper Dealer Agreement for
2 and on behalf of the City. This Board hereby authorizes the performance by the City of its
3 obligations under the JPM Commercial Paper Dealer Agreement and the BofA Commercial
4 Paper Dealer Agreement.

5 Section 7. Extension of Letter of Credit. This Board hereby delegates the authority
6 to the Designated Officers, each acting alone, to obtain one or more extensions to the Letter
7 of Credit or the commitment available under the Letter of Credit for any duration of time that
8 they deem necessary, advisable or prudent, provided that such extension shall not (i) increase
9 the principal amount of Commercial Paper Certificates authorized hereunder, (ii) require an
10 initial annual commitment fee, based upon a long-term, unenhanced rating assigned to the
11 lease obligation debt of the City at the time of such extension, in excess of 1.00% per year of
12 the commitment available under the Letter of Credit without the approval of this Board, or (iii)
13 exceed the duration contained in Charter Section 9.118. In connection with obtaining such
14 extension, the Designated Officers shall be authorized to execute such amendments or
15 modifications and such contracts, assignments, certificates, requisitions, agreements, notices,
16 consents, instruments of conveyance, warrants and other documents as are necessary or
17 advisable to obtain such extensions, provided that such amendments or modifications and
18 such contracts, assignments, certificates, requisitions, agreements, notices, consents,
19 instruments of conveyance, warrants and other documents reflect customary provisions, as
20 determined by the Designated Officers, in the credit or liquidity facilities being executed at the
21 time the extension is obtained, and the execution of which by a Designated Officer shall be
22 conclusive evidence of the approval thereof.

23 Section 8. Source of Repayment. Notwithstanding anything herein to the contrary, if
24 the ultimate source of repayment of the Commercial Paper Certificates delivered for Capital
25 Projects are bonds, notes, other indebtedness or certificates of participations ("Indebtedness")

1 that are payable from or secured by funds or monies other than the general fund of the City,
2 then in such event, prior to drawing on the proceeds of Commercial Paper Certificates to fund
3 such Capital Project, all approvals required for the issuance of said Indebtedness shall have
4 been obtained, including any prior approval by this Board. This paragraph shall not apply to
5 drawings under the program for emergencies declared by the Mayor under Charter,
6 Section 3.100 (14).

7 Section 9. General Authority. The Designated Officers and any and all other officers
8 of the City are hereby authorized, for and on behalf of the City, to do any and all things and
9 take any and all actions, including execution and delivery of any and all contracts,
10 assignments, certificates, requisitions, agreements, notices, consents, instruments of
11 conveyance, warrants, amendments and other documents, which they, or any of them, may
12 deem necessary or advisable in order to consummate the lawful issuance and sale of the
13 Commercial Paper Certificates, the consummation of the transactions as described herein,
14 and in furtherance of the documents and agreements approved by this Resolution. Any such
15 actions are solely intended to further the purposes of this Resolution, and are subject in all
16 respect to the terms of this Resolution. No such actions shall increase the maximum amount
17 of Commercial Paper Certificates authorized under this Resolution to be outstanding or
18 otherwise materially increase the risk to the City or require the City to spend or pledge any
19 resources not otherwise granted herein. Final revisions of any such documents shall be
20 provided to the Clerk of the Board for inclusion in the official file within 30 days of execution
21 (or as soon thereafter as final documents are available) by all parties.

22 Section 10. Modifications, Changes, Additions. The proper officers of the City,
23 including, but not limited to, the Designated Officers, are hereby authorized to approve and
24 make such modifications, changes or additions to the agreements and documents approved
25 by this Resolution, upon consultation with the City Attorney, as may be necessary or desirable

1 in the interests of the City, and which changes do not materially increase the liabilities or
2 obligations of the City thereunder as determined by the Designated Officers, upon
3 consultation with the City Attorney. Approval of such modifications, changes or additions shall
4 be conclusively evidenced by the execution and delivery by the Designated Officers of said
5 documents. Final versions of any such documents shall be provided to the Clerk of the Board
6 for inclusion in the official file within 30 days of execution by all parties.

7 Section 11. Ratification. All actions authorized and directed by this Resolution,
8 consistent with any documents presented herein, and heretofore taken, are hereby ratified,
9 approved and confirmed by this Board. This Board hereby re-affirms its approval of the
10 Program, all as set forth in Program Resolutions, and the terms of the Program Resolutions
11 are incorporated therewith as if set forth in full herein.

12 Section 12. File. All documents referenced herein as being on file with the Clerk of
13 the Board are located in File No. 260090, which is hereby declared to be a part of this
14 Resolution as if set forth fully herein.

15 Section 13. Effective Date. This Resolution shall take effect upon its enactment.
16 Enactment occurs when the Mayor signs the resolution, the Mayor returns the resolution
17 unsigned or does not sign the resolution within ten days of receiving it, or the Board of
18 Supervisors overrides the Mayor's veto of the Resolution.

19
20 APPROVED AS TO FORM:

21 DAVID CHIU
22 City Attorney

23 By: _____ /s/
24 MARK D. BLAKE
 Deputy City Attorney

25 4922-8458-5354, v. 1