CITY OF ARCADIA

City Council
Regular Meeting Agenda

Tuesday, May 19, 2020, 7:00 p.m.

Location: City Council Chambers, 240 W. Huntington Drive, Arcadia

COVID-19 NOTICE

As part of the City of Arcadia’s COVID-19 transmission mitigation efforts, Arcadia City Council Meetings are closed to the public. Pursuant to Executive Order N-25-20 and the Brown Act, the Arcadia City Council will meet virtually. The public is welcome to view City Council Meetings as they take place on the City’s website at ArcadiaCA.gov/livegov or on ACTV (check your local listings).

How to Submit Public Comment:
Citizens who wish to submit public comment may do so using one of the following methods. Public comment is limited to the time and words allotted.

1. **Website:** Use our online public comment form at ArcadiaCA.gov/comment at least 30 minutes prior to the posted meeting time. Your comments should be 300 words or less.

2. **Email:** Please submit your comments via email to cityclerk@ArcadiaCA.gov so that it is received at least 30 minutes prior to the posted meeting time. Your email must be 300 words or less.

3. **Phone:** A conference line has been established for public comment. Your call will be recognized in the order it was received. Please keep your phone on MUTE until you are recognized for public comment.

   **Conference Line:** (669) 224-3412
   **Access Code:** 604-838-893#

Please contact the City Clerk’s Office at cityclerk@ArcadiaCA.gov or at (626) 574-5455 for more information.
2019 年新型冠状病毒（COVID-19）通知

作为阿凯迪亚市减轻 COVID-19 传播工作的一部分，阿凯迪亚市议会会议不对公众开放。根据第 N-25-20 号行政命令和《布朗法案》的规定，阿凯迪亚市议会将以虚拟方式召开。欢迎公众在市政府网站 ArcadiaCA.gov/livegov 或 ACTV 上查看市议会会议（请查看地方频道列表）。

如何提交公众评论意见：
希望提交公众评论意见的公民可使用下列方法之一。公众评论意见受时间和字数限制。

1. 网站：请在公布的会议时间前至少提前 30 分钟填写 ArcadiaCA.gov/comment 网站上的在线公众评论意见表。您的评论意见不得超过 300 个字。

2. 电子邮件：请通过向 cityclerk@ArcadiaCA.gov 发电子邮件的方式提交您的评论意见，我们必须在公布的会议时间前至少提前 30 分钟收到提交的评论意见。您的电子邮件不得超过 300 个字。

3. 电话：已经为公众提交评论意见设立一条会议专线。将按先后顺序接听您打来的电话。您应当将您的电话设为“静音”，直至轮到您提出评论意见。

   会议专线：(669) 224-3412
   接入代码：604-838-893#

详情请洽市书记官办公室，电子邮件 cityclerk@ArcadiaCA.gov，电话号码 (626) 574-5455。

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

根据《美国残障人法案》，需要调整或提供便利设施才能参加会议的残障人士（包括辅助器材或服务）可与市书记官办公室联系（电话：626-574-5455），请在会前 48 小时通知市书记官办公室，以便作出合理安排，确保顺利参加会议。

Pursuant to the City of Arcadia’s Language Access Services Policy, limited-English proficient speakers who require translation services in order to participate in a meeting may request the use of a volunteer or professional translator by contacting the City Clerk’s Office at (626) 574-5455 at least 72 hours prior to the meeting.

根据阿凯迪亚市的语言便利服务政策，英语能力有限需要翻译服务才能参加会议的人可与市书记官办公室联系（电话：626-574-5455），请求提供志愿或专业翻译服务，请至少在会前 72 小时提出请求。

1. CALL TO ORDER

2. INVOCATION

   Reverend Eva Thai-Erwin, Church of the Good Shepherd

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF CITY COUNCIL MEMBERS

   Roger Chandler, Mayor
   Sho Tay, Mayor Pro Tem
   Tom Beck, Council Member
   Paul P. Cheng, Council Member
   April A. Verlato, Council Member
5. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL

8. PUBLIC COMMENTS (5 minute time limit each speaker)

In accordance with Executive Order N-29-20 all public participation will be conducted virtually. Public comments can be submitted via the methods described in the COVID-19 Notice posted on this agenda. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

9. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK (including reports from the City Council related to meetings attended at City expense [AB 1234]).

10. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the City Council, staff, or the public requests that a specific item be removed from the Consent Calendar for separate discussion and action.

   Recommended Action: Approve

b. Mayor’s appointments of City Council Members to City Boards, Commissions, and Outside Governmental Agencies.
   Recommended Action: Receive and File

c. Resolution No. 7309 amending Resolution No. 7204 establishing compensation and related benefits for employees represented by the Arcadia City Employees Association (Senior Civil Engineer).
   Recommended Action: Adopt

d. Amendment to the Professional Services Agreement with Arcadia Unified School District for Transportation Services in an amount not to exceed $30,300.
   Recommended Action: Approve

e. Purchase of a Bi-Directional Amplifier (“BDA”) System from Day Wireless Systems in an amount not to exceed $64,600.
   Recommended Action: Waive the Formal Bid Process and Approve

11. CITY MANAGER

a. Appointments to the Board of Directors of the Downtown Arcadia Improvement Association (“DAIA”) and Legal Affairs Subcommittee.
   Recommended Action: Approve and Provide Direction
b. Resolution No. 7307 approving continued participation in the Los Angeles Urban County Community Development Block Grant (“CDBG”) Program; and authorizing the Mayor to sign a Cooperation Agreement with Los Angeles County Development Authority (“LACDA”).
Recommended Action: Adopt

Resolution No. 7311 ratifying an emergency appropriation and amending the Fiscal Year 2019-20 General Fund Budget authorizing a supplemental appropriation in the amount of $20,000 to purchase emergency supplies for COVID-19 transmission mitigation.
Recommended Action: Adopt

12. SUCCESSOR AGENCY

a. Successor Agency Resolution No. SA-18 authorizing the issuance and sale of Tax Allocation Refunding Bonds and approving the form of an indenture of trust, an escrow agreement (2001A Bonds), and escrow agreement (2010 Bonds), and authorizing certain other actions in connection therewith.
Recommended Action: Adopt

13. ADJOURNMENT

The City Council will adjourn this meeting in memory of long time Arcadia resident Hank Voznick to Tuesday, June 2, 2020, 7:00 p.m. in the City Council Chambers.
Welcome to the Arcadia City Council Meeting!

The City Council encourages public participation, and invites you to share your views on City business.

MEETINGS: Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall, the Arcadia Library, and on the City’s website at www.ArcadiaCA.gov. Copies of individual Agenda Reports are available via email upon request (CityClerk@ArcadiaCa.gov). Documents distributed to a majority of the City Council after the posting of this agenda will be available for review at the Office of the City Clerk, 240 W. Huntington Drive, Arcadia, California. Live broadcasts and replays of the City Council Meetings are on cable television. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

CITIZEN PARTICIPATION: Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please submit a Speaker Card to the City Clerk prior to your comments, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

MATTERS NOT ON THE AGENDA should be presented during the time designated as “PUBLIC COMMENTS.” In general, each speaker will be given five (5) minutes to address the City Council; however, the Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers time to address the City Council. By State law, the City Council may not discuss or vote on items not on the agenda. The matter will automatically be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting.

MATTERS ON THE AGENDA should be addressed when the City Council considers that item. Please indicate the Agenda Item Numbers(s) on the Speaker Card. Your name will be called at the appropriate time and you may proceed with your presentation within the five (5) minute time frame. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council.

PUBLIC HEARINGS AND APPEALS are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), speakers shall be limited to five (5) minutes per person. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council. The applicant may additionally submit rebuttal comments.

AGENDA ITEMS: The Agenda contains the regular order of business of the City Council. Items on the Agenda have generally been reviewed and investigated by the City Staff in advance of the meeting so that the City Council can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine by the City Council and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the City Council, Staff, or the public so requests. In this event, the item will be removed from the Consent Calendar and considered and acted on separately.

DECORUM: While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including but not limited to, conduct that prevents other members of the audience from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting are expected to adhere to the City’s policy barring harassment based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation, or age. The Chief of Police, or such member or members of the Police Department, shall serve as the Sergeant-at-Arms of the City Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. Any person who violates the order and decorum of the meeting may be placed under arrest and such person may be prosecuted under the provisions of Penal Code Section 403 or applicable Arcadia Municipal Code section.
欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

会议：市议会定期会议于每个月第一个和第三个星期二下午七时在市议会会议厅举行。在市政厅，阿凯迪亚图书馆和市政府网站（www.ArcadiaCa.gov）可以找到包含所有相关信息的完整市议会议程。单独的议程报告可应要求通过电子邮件索取（CityClerkGeneralMailbox@ArcadiaCa.gov）。在发布该议程后向市议会多数成员分发的文件，公众可在阿凯迪亚市书记官办公室查阅，地址：240 W. Huntington Drive, Arcadia, California。市议会会议实际将通过有线电视进行现场直播和回放。如在以往的通知中所提示，如果您参加这次公开会议，您的图像和/或声音可能被录下并播出。

公民参与：市议会欢迎并邀请您参加市议会所有会议。在每次定期会议上都为那些希望在会上发言的市民留出时间。市政府要求在市议会发言的人杜绝个人攻击、诽谤、亵渎或破坏性言论。如有可能，请在发表意见之前向市书记官提交一张发言卡，亦可在市长宣布自由发言时直接上台发言，并说出您的姓名和地址（如果您愿意），以便制作会议记录。请向市书记官提供一份您在发言中使用的任何书面材料，以及10份您希望分发给市议会的任何印刷材料。不允许把市政府设备用于准备发言内容。

议程之外的事项：应当在指定的“公众评议”时间提出。在一般情况下，每位发言人将有五（5）分钟时间向市议会陈述意见，但市长可酌情缩短发言时长，以便让所有希望发言的人都有机会发言。根据州法，市议会不得讨论或表决未列入议程的事项。此类事项将自动转交给工作人员采取适当行动或作出回应，或将其列入未来会议的议程。

列入议程的事项：应当在市议会审议该事项时讨论。请在发言卡上标明事项的议程编号，在适当的时间会听您的名字，您可以在五（5）分钟时限内发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。

公开听证和上诉：是为需要或希望征求公众意见的事项安排的日程。除申请人外（市议会可酌情决定延长申请人的发言时间），每位发言人的发言不得超过五（5）分钟。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。申请人还可以额外提交反驳意见。

议程事项：议程包含市议会的例行议题。一般而言，由市政府工作人员在会议前对议程中的事项进行审查和调查，以便市议会在作出决定之前能够充分了解情况。

同意日历：在同意日历上列出的事项被市议会视为例行公事，并将通过一项动议采取行动。除非市议员、工作人员或公众提出请求，否则不会对这些事项进行单独讨论。如果有人提出请求，该事项将从同意日历中删除，单独进行审议和采取行动。

行为规范：尽管市民可对市政府的政策和市议会或其成员的行动或拟议行动自由地提出批评，但不得出现干扰会议正常秩序的行为，包括但不限于在别人的发言时间内打断别人发言，或妨碍公众听到发言内容或看到议程进展状况。市民亦不得威胁进行身体伤害或以可能被合理理解为作出身体伤害紧迫威胁的方式行事。所有出席会议的人都必须遵守市政府的反骚扰政策，禁止基于个人种族、宗教信仰、肤色、原国籍、籍贯、身体残障、疾病、婚姻状况、性别、性取向或年龄骚扰他人。警察局长或警察局其他成员将担任维护市议会会议秩序的保安官。保安官将执行会议主持人的一切命令和指示，以维持会议秩序和行为规范。对任何违反会议秩序和行为规范的人可执行拘留，并可能根据《刑法典》第403条或《阿凯迪亚市市政法典》相关条款提出起诉。
1. CALL TO ORDER – Mayor Verlato called the regular meeting to order at 7:06 p.m.

Mayor Verlato announced that pursuant to the guidelines issued by the State and the Los Angeles County Department of Public Health, City Council Members will appear telephonically; and that citizens who wish to submit public comments may do so by calling the conference line.

2. INVOCATION – First Reader, Kristin Bennett – Frist Church of Christ, Scientist

3. PLEDGE OF ALLEGIANCE – Mayor Verlato

4. ROLL CALL OF CITY COUNCIL MEMBERS

   PRESENT: Amundson, Beck, Tay, Chandler, and Verlato
   ABSENT: None

5. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

   City Manager Lazzaretto announced that there is no supplemental information.

6. MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL

   A motion was made by Mayor Pro Tem Chandler, and seconded by Council Member Amundson, to read all ordinances and resolutions by title only and waive the reading in full.

7. CITY CLERK

   a. Resolution No. 7305 reciting the facts of the All Mail Ballot General Municipal Election held in District 1 and District 4 in Arcadia on Tuesday, April 14, 2020, declaring the results and such other matters as provided by law.

      Recommended Action: Adopt

   City Manager Lazzaretto presented the staff report.

   A motion was made by Mayor Pro Tem Chandler, and seconded by Council Member Tay to adopt Resolution No. 7305 reciting the facts of the All Mail Ballot General Municipal Election held in District 1 and District 4 in Arcadia on Tuesday, April 14, 2020, declaring the results and such other matters as provided by law.

   AYES: Chandler, Tay, Amundson, Beck, and Verlato
   NOES: None
   ABSENT: None

   1. Remarks by outgoing Mayor April A. Verlato
   2. Remarks by outgoing Council Member Peter Amundson
b. **Administration of the oath of office to newly elected members of the City Council and City Clerk.**

c. **Remarks by newly elected members of the City Council and City Clerk.**

Remarks were made by City Clerk Glasco.

Remarks were made by Council Member Cheng.

Remarks were made by Council Member Verlato.

d. **City Council reorganization**

   1. The City Clerk calls for the election of Mayor

   Council Member Tay nominated Mayor Pro Tem Chandler for Mayor.

   Council Member Beck recommended that the term of Mayor be shortened; and explained his proposition.

   After City Council discussion, a motion was made by Council Member Beck, and seconded by Mayor Verlato, to shorten the term of Mayor from 12 months to approximately 10 months, beginning May 5, 2020, through March 16, 2021.

   A substitute motion was made by Mayor Pro Tem Chandler, and seconded by Council Member Tay, that the term for Mayor remain the same at 12 months.

   AYES: Chandler, Tay, Cheng
   NOES: Beck, Verlato

   Mayor Verlato noted that Council Member Tay nominated Mayor Pro Tem Chandler for Mayor.

   Noting no other nominations, City Council Members cast their votes for Mayor Pro Tem Chandler for Mayor as follows:

   AYES: Cheng, Tay, Chandler, and Verlato
   NOES: None
   ABSTAIN: Beck

   City Clerk Glasco announced that Mayor Pro Tem Chandler was elected by the City Council to serve as Mayor from April 2020 to April 2021.

   Mayor Chandler provided a photograph and noted that he was wearing Bermuda shorts and a 2004 USC National Championship t-shirt as City Clerk Glasco announced his election as Mayor.

   2. The Mayor calls for the election of Mayor Pro Tem

   Mayor Chandler nominated Council Member Tay for Mayor Pro Tem.

   Council Member Verlato nominated Council Member Beck for Mayor Pro Tem.
After discussion, City Council Members cast their votes for either Council Member Tay or Council Member Beck for Mayor Pro Tem as follows:

Votes for Council Member Tay: Cheng, Tay, and Chandler
Votes for Council Member Beck: Verlato, Beck

City Clerk Glasco announced that Council Member Tay was elected by the City Council to serve as Mayor Pro Tem from April 2020 to April 2021.

3. Comments were made by Mayor Chandler
4. Comments were made by Mayor Pro Tem Tay
5. Comments were made by City Council Members Cheng, Verlato, Beck, and City Clerk Glasco.

8. PUBLIC COMMENTS

City Manager Lazzaretto announced that there are two callers on the line; and that 11 emails were submitted for Public Comment; he reminded everyone that under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda; he also reminded everyone that Public Comments submitted by email are limited to up to 300 words; and that emails over 300 words will not be read in their entirety.

City Manager Lazzaretto read into the record emails submitted for Public Comment from the following:

Gary Kovacic: Congratulated Mayor Verlato on an excellent term, thanked Council Member Amundson for his services, and welcomed Council Member Cheng.

Dustin Nicolarsen: Concerns about the future of the Derby restaurant.

Susan Francis: Urged the City Council for its support in opening hair salons before July -Phase III of the County’s Safer at Home orders.

Danies Wang: Congratulated newly elected Council Member Cheng.

Lucy Zhang: Congratulated Council Member Cheng and Council Member Verlato

Lucy Zhang: (additional email submitted): Hopes all City Council members will work with each other.

Fred Howe: Congratulated Council Member Verlato and Council Member Cheng.

Benjamin Kuo: Mentioned agenda Item 11a. Phase one of the Arcadia Wash Conservation Diversion.

Fred Howe (additional email submitted): Lead Arcadians to fight COVID-19.

Carol Zhang: Congratulated Council Member Verlato and Council Member Cheng.

Jing Lin: Congratulated Council Member Verlato and Council Member Cheng.
Donna Choi, Executive Director of the Downtown Arcadia Improvement Association, called and thanked former Council Member Amundson for his service on the City Council and for all he does for the community; she congratulated Council Member Verlato for an amazing year serving as Mayor; for her re-election to the City Council; and congratulated newly elected Council Member Cheng.

Edmund (no last name provided) called and congratulated Council Member Verlato and newly elected Council Member Cheng; and thanked them in advance for their leadership and service.

Nelson Ge called and congratulated Council Member Verlato and Council Member Cheng for their election to the City Council; and thanked Council Member Cheng for his speech.

9. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK (including reports from the City Council related to meetings attended at City expense [AB 1234]).

Council Member Cheng announced that he was elected to the City Council; he thanked City Manager Lazzaretto for his time during orientation; he thanked Police Chief Guthrie and Fire Chief Lang for their time and service; he also thanked Gary Kovacic and Mickey Segal for giving him a well-rounded perspective of the City; he thanked Council Member Verlato for allowing him to be part of COVID-19 briefings; he reported that lunch was delivered to the Fire Department and thanked Council Member Verlato and Council Member Tay for their participation; he announced that 1,000 masks were delivered to Arcadia Healthcare providers; he thanked the Taiwan Benevolent Association for their donation; he reminded everyone to shop in Arcadia, and urged everyone to support the Derby restaurant.

Mayor Pro Tem Tay echoed Council Member Cheng’s comments and encouraged everyone to shop in the City of Arcadia.

Council Member Verlato announced that the Arcadia Chamber of Commerce started the Arcadia Strong Campaign; she encouraged everyone to purchase products from the campaign; she indicated that all proceeds help support members of the Chamber of Commerce; she noted that the City is working on providing programs with different opportunities for businesses in the City; she indicated that Los Angeles County is easing the “Safer at Home” orders; she encouraged everyone to continue all best practices for social distancing; and encouraged those at high risk to stay home.

Council Member Beck encouraged everyone to support local restaurants; he commended former Council Member Amundson for his years of services on the City Council; he also commended Council Member Mayor Verlato for her involvement and hard work as Mayor; he announced that the City’s website was recognized by the Horizon Interactive Awards; that the City received two Gold Awards, one for Government Agency and the other for Towns – Municipalities; and thanked Management Analyst Shakarian and Deputy City Manager Bruckner for their work.

Mayor Chandler stated that he is hopeful for all of those affected by COVID-19.

City Clerk Glasco reminded everyone that he performs marriage ceremonies; he spoke about the impact COVID-19 has had on how civil marriage ceremonies are conducted; he stated that Governor Newsom signed an executive order that allows adults to obtain marriage licenses via video conferencing; he thanked former Council Member Amundson for his service and support with military and veteran projects; and congratulated Council Member Cheng, Council Member Verlato, Mayor Pro Tem Tay, and Mayor Chandler.
10. CONSENT CALENDAR

   Recommended Action: Approve

b. Professional Services Agreement with Tetra Tech, Inc. for the preparation of the Sewer Master Plan Update in the amount of $196,795.
   Recommended Action: Approve

c. Final Tract Map No. 73436 with a categorical exemption under the California Environmental Quality Act (“CEQA”) for a six unit multi-family residential condominium subdivision located at 118-120 Alta Street.
   Recommended Action: Approve

d. Extension to the Purchase Order with Waterline Technologies, Inc. for the purchase and delivery of sodium hypochlorite for the disinfection of the City’s municipal water supply in the amount of $44,080.
   Recommended Action: Approve

It was moved by Council Member Tay, seconded by Council Member Verlato, and carried on a roll call vote to approve Consent Calendar Items 10.a through 10.d.

AYES:  Tay, Verlato, Beck, Cheng, and Chandler
NOES:  None
ABSENT: None

11. CITY MANAGER

a. Professional Services Agreement with Craft Water Engineering, Inc. for the preparation of the Multi-Benefit Stormwater Project Concept Reports for the Rio Hondo/San Gabriel River Water Quality Group in the amount of $1,623,041, and Memorandum of Agreement with the Cities of Bradbury, Duarte, Monrovia, and Sierra Madre and the County of Los Angeles regarding the administration and cost sharing of the Agreement.
   Recommended Action: Approve

Environmental Services Officer Hevener provided the staff report.

A motion was made by Council Member Verlato, and seconded by Council Member Beck, to approve a Professional Services Agreement with Craft Water Engineering, Inc. for the preparation of the Multi-Benefit Stormwater Project Concept Reports for the Rio Hondo/San Gabriel River Water Quality Group in the amount of $1,623,041, and a Memorandum of Agreement with the Cities of Bradbury, Duarte, Monrovia, and Sierra Madre, and the County of Los Angeles, regarding the administration and cost sharing of the Agreement.

AYES:  Verlato, Beck, Cheng, Tay, and Chandler
NOES:  None
ABSENT: None
b. Amendment to the Professional Services Agreement with Pasadena Humane Society & SPCA for Animal Control Services in the amount of $318,256.
   Recommended Action: Approve

Police Captain Foley presented the staff report.

After discussion, the City Council unanimously agreed to bring back for City Council discussion a future agenda item to consider increasing the fee for dog licensing and review fees in general.

A motion was made by Council Member Verlato, and seconded by Mayor Pro Tem Tay, to approve the Amendment to the Professional Services Agreement with Pasadena Humane Society & SPCA for Animal Control Services in the amount of $318,256.

AYES: Verlato, Tay, Beck, Cheng, and Chandler
NOES: None
ABSENT: None

A. Report, discussion, and direction regarding COVID-19.

City Manager Lazzaretto provided an update regarding COVID-19.

1. Proclamation of the City Manager/Emergency Services Director adopting the Los Angeles County Eviction Moratorium Policy.
   Recommended Action: Approve

City Manager Lazzaretto presented the staff report.

A motion was made by Council Member Beck, and seconded by Council Member Verlato, to approve the Proclamation of the City Manager/Emergency Services Director adopting the Los Angeles County Eviction Moratorium Policy.

AYES: Beck, Verlato, Cheng, Tay, and Chandler
NOES: None
ABSENT: None

2. Resolution No. 7308 suspending certain deadlines applicable to land development projects under the Municipal Code due to the local emergency.
   Recommended Action: Adopt

A motion was made by Council Member Verlato, and seconded by Council Member Beck to adopt Resolution No. 7308 suspending certain deadlines applicable to land development projects under the Municipal Code due to the local emergency.

AYES: Verlato, Beck, Cheng, Tay, and Chandler
NOES: None
ABSENT: None

City Manager Lazzaretto stated that before the City Council convenes in a Closed Session, Mayor Chandler would like to acknowledge the long-time resident and adjourn the meeting after Closed Session.
City Attorney Deitsch explained that the City Council will recess to a Closed Session, after which the City Council will adjourn.

Mayor Chandler announced that the meeting will adjourn in memory of long-time Arcadia Resident, former Arcadia Beautiful Commissioner and former Senior Citizen Commissioner Eileen Hubbard; and requested that City Manager Lazzaretto read her eulogy.

In response to Mayor Chandler’s request, City Manager Lazzaretto provided Eileen Hubbard’s eulogy.

The City Council recessed to Closed Session at 9:51 p.m.

12. CLOSED SESSION

   a. Pursuant to Government Code Section 54956.9(d)(1) to confer with legal counsel regarding the matter of Mei Yi Hsu, an individual v. City of Arcadia, a governmental entity (Los Angeles Superior Court Case No. 19STCV23445).

No reportable action taken on the Closed Session item.

13. ADJOURNMENT

The City Council meeting adjourned in memory of long-time Arcadia Resident, former Arcadia Beautiful Commissioner and former Senior Citizen Commissioner Eileen Hubbard at 10:00 p.m. to Tuesday, May 19, 2020, 7:00 p.m. in the City Council Chambers.

Linda Rodriguez
Assistant City Clerk
DATE: May 19, 2020

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Rachelle Arellano, Deputy City Clerk

SUBJECT: MAYOR’S APPOINTMENTS OF CITY COUNCIL MEMBERS TO CITY BOARDS, COMMISSIONS, AND OUTSIDE GOVERNMENTAL AGENCIES
Recommendation: Receive and File

SUMMARY

Each year following the City Council reorganization, the Mayor makes appointments to City boards, commissions, and outside governmental agencies. The attached Council Member Liaison List (Exhibit “A”) reflects those boards, commissions, and outside agencies that each City Council Member will serve on beginning May 20, 2020, and continuing through May 18, 2021.

ENVIRONMENTAL ANALYSIS

This proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

There is no fiscal impact to the City’s budget as a result of these appointments.

RECOMMENDATION

It is recommended the City Council receive and file the Mayor’s appointments of City Council Members to City boards, commissions, and outside governmental agencies beginning May 20, 2020, through May 18, 2021.
Mayor’s appointments of City Council Members

to City Boards, Commissions and Outside Agencies

May 19, 2020

Page 2 of 2

Approved:

Dominic Lazzaretto
City Manager

Attachment: Exhibit “A” – Council Member Liaison List – 2020-21
<table>
<thead>
<tr>
<th>CITY OF ARCADIA</th>
<th>Meeting Date/Time</th>
<th>Delegate</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNCIL MEMBER LIAISON LIST</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>May 6, 2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arcadia Beautiful Commission</td>
<td>Meetings are scheduled as needed</td>
<td>Sho Tay</td>
<td>n/a</td>
</tr>
<tr>
<td>Arcadia Museum Commission</td>
<td>1st Wednesday of every other month at 5:00 pm</td>
<td>April Verlato</td>
<td>n/a</td>
</tr>
<tr>
<td>Human Resources Commission</td>
<td>2nd Thursday at 5:30 pm</td>
<td>Sho Tay</td>
<td>n/a</td>
</tr>
<tr>
<td>Library Board of Trustees</td>
<td>3rd Thursday at 4:30 pm</td>
<td>Sho Tay</td>
<td>n/a</td>
</tr>
<tr>
<td>Planning Commission</td>
<td>2nd and 4th Tuesday at 7:00 pm</td>
<td>Paul Cheng</td>
<td>n/a</td>
</tr>
<tr>
<td>Recreation Commission</td>
<td>2nd Wednesday at 6:00 pm</td>
<td>Tom Beck</td>
<td>n/a</td>
</tr>
<tr>
<td>Senior Citizen’s Commission</td>
<td>1st Thursday at 4:00 pm</td>
<td>Tom Beck</td>
<td>n/a</td>
</tr>
<tr>
<td>Arcadia Council PTA</td>
<td>Meetings called as needed</td>
<td>April Verlato</td>
<td>Tom Beck</td>
</tr>
<tr>
<td>Chamber of Commerce</td>
<td>2nd Tuesday at 8:00 am</td>
<td>April Verlato</td>
<td>Sho Tay</td>
</tr>
<tr>
<td>Foothill Workforce Development Board</td>
<td>Meetings called as needed</td>
<td>Sho Tay</td>
<td>Roger Chandler</td>
</tr>
<tr>
<td>Foothill Transit Authority</td>
<td>Meetings called as needed</td>
<td>Roger Chandler</td>
<td>Sho Tay</td>
</tr>
<tr>
<td>Foothill Unity Center Board</td>
<td>Meetings called as needed</td>
<td>Gary Kovacic (exp 4/2020)</td>
<td>n/a</td>
</tr>
<tr>
<td>Independent Cities Association</td>
<td>2nd Thursday at 7:00 pm</td>
<td>Sho Tay</td>
<td>Roger Chandler</td>
</tr>
<tr>
<td>L.A. County Division of the League</td>
<td>1st Thursday at 7:00 pm</td>
<td>April Verlato</td>
<td>Sho Tay</td>
</tr>
<tr>
<td>L.A. County Sanitation District **</td>
<td>4th Wednesday at 1:30 pm</td>
<td>Roger Chandler</td>
<td>Sho Tay</td>
</tr>
<tr>
<td>(Districts 15 and 22)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L.A. County City Selection Committee *</td>
<td>on call</td>
<td>Sho Tay</td>
<td>Roger Chandler</td>
</tr>
<tr>
<td>Metro Gold Line Phase II JPA</td>
<td>2nd Thursday at 11:30 am (Dark in August)</td>
<td>Roger Chandler</td>
<td>Sho Tay</td>
</tr>
<tr>
<td>San Gabriel Valley Council of Governments</td>
<td>3rd Thursday at 4:00 pm</td>
<td>April Verlato</td>
<td>Sho Tay</td>
</tr>
<tr>
<td>San Gabriel Valley Mosquito and Vector Control District ***</td>
<td>2nd Friday at 7:00 am</td>
<td>Roger Chandler (exp 1/1/23)</td>
<td>n/a</td>
</tr>
<tr>
<td>Southern California Association of Governments</td>
<td>1st Thursday in May</td>
<td>Sho Tay</td>
<td>April Verlato</td>
</tr>
<tr>
<td>LACMTA/SGV Service Council</td>
<td>2nd Monday at 5:00 pm (Metro El Monte)</td>
<td>Roger Chandler</td>
<td>n/a</td>
</tr>
<tr>
<td>Clean Power Alliance</td>
<td>1st Thursday of each month at 1:00 pm</td>
<td>Sho Tay</td>
<td>Tom Tait (1st Alt)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dominic Lazzaretto (2nd Alt)</td>
</tr>
</tbody>
</table>

*The Mayor and Mayor Pro Tem have traditionally been named the Delegate and Alternate for the L.A. County City Selection, but not required.

**The Delegate to the Sanitation District must be the Mayor, but either the Delegate or Alternate may attend the meetings.

***In November 2018, the City Council appointed Council Member Chandler to a 4-year term – term ends January 2023.

Agencies highlighted require Annual Form 700 Filings and AB 1234 Training Certificates
DATE: May 19, 2020

TO: Honorable Mayor and City Council

FROM: Tom Tait, Public Works Services Director
By: Carmen Masud, Senior Management Analyst

SUBJECT: RESOLUTION NO. 7309 AMENDING RESOLUTION NO. 7204
ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR
EMPLOYEES REPRESENTED BY THE ARCADIA CITY EMPLOYEES
ASSOCIATION (SENIOR CIVIL ENGINEER)
Recommendation: Adopt

SUMMARY

Based on a review of current personnel, workload balance, and overall service delivery, the Public Works Services Department (“PWSD”) and Development Services Department (“DSD”) is recommending a new classification specification for Senior Civil Engineer. The Senior Civil Engineer position will be included as part of a flexible staffing series that would include the Assistant Engineer and Associate Civil Engineer classifications. The proposed changes have been agreed to by the Arcadia City Employees Association (“ACEA”). The Human Resources Commission approved the new classification specification and the placement of this position as part of the flexible staffing positions on March 11, 2020.

It is recommended that the City Council approve Resolution No. 7309 amending Resolution No. 7204, to establish the position of Senior Civil Engineer in the salary range of 76 within the ACEA salary schedule.

There are currently only two engineering positions in a non-management setting within the City. This has inhibited growth within the position, and limited the City’s effectiveness in retaining employees and attracting new employees. The PWSD and DSD would like to add a new classification specification for Senior Civil Engineer, and include the Assistant Engineer and Associate Civil Engineer as part of an Engineering Series. The recommended new classification and series would provide a promotional opportunity for incumbents who have demonstrated that they can perform advanced journey level work expected of a Senior-level Engineer. There are engineering positions budgeted in both
the PWSD and DSD. The change further provides opportunities for growth and development of staff, including opportunities for cross-training and broadening of skills.

DISCUSSION

The Senior Civil Engineer position will be distinguished from the Associate Civil Engineer and Assistant Engineer by requiring more experience and complex work performance. Additionally, the Senior Civil Engineer would have more autonomy performing confidential work while receiving occasional guidance, and would provide direct supervision of technical and clerical staff.

The salary range for Senior Civil Engineer has been proposed at salary range 76 ($7,516 to $9,386/month). In surveying nearby cities, the proposed salary is in alignment with the salaries of comparable positions. It should be noted that the proposed staffing plan will not increase the number of Full-Time Equivalent (“FTE”) employees. Rather, it will create a flex series that provides opportunities for development of staff, and help to further the overall goal of retention of staff. The notable differences between an Assistant Engineer, an Associate Civil Engineer, and a Senior Civil Engineer can be seen in the number of years of experience required and Professional Engineer Certification registration. The following flexible staffing series is being recommended as shown in the table below, for the full text of each position, please see attached specifications:

<table>
<thead>
<tr>
<th>Position</th>
<th>Years of Experience</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Engineer</td>
<td>One year of engineering experience required</td>
<td>66 - $5,871 to $7,334/month</td>
</tr>
<tr>
<td>Associate Civil Engineer</td>
<td>Five years of increasingly responsible experience in professional civil engineering required</td>
<td>70 - $6,481 to $8,096/month</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>Five years of increasingly responsible experience in professional civil engineering and/or management experience in civil engineering or water resources including two years of project management and/or administrative responsibility required</td>
<td>76 - $7,516 to $9,386/month</td>
</tr>
</tbody>
</table>
It is increasingly difficult to retain civil engineers in a municipal setting. The added position will provide incentive for existing employees (as well as new hires) to stay in Arcadia and grow professionally. If an employee progresses through the new series, they ultimately would be eligible to move into a management position with the City as a Principal Civil Engineer. It is anticipated that the Senior Civil Engineer position will provide an effective bridge between the current positions and management.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”) per Section 15061(b)(3) of the CEQA Guidelines, and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

At the highest step, the proposed salary range of the Senior Civil Engineer will be $1,290 higher per month than the Associate Civil Engineer position, which is approximately a 15% increase. The proposed staffing plan will not increase the number of full time employees, so the amount fiscal impact will be minimal. Sufficient funds are available in the Fiscal Year 2020-21 budget to implement the changes detailed in the resolution. The change in the salary range for this position will take effect on July 1, 2020.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act (“CEQA”); and approve Resolution No. 7309 amending Resolution No. 7204 establishing compensation and related benefits for employees represented by the Arcadia City Employee Association (Senior Civil Engineer).

Approved:

[Signature]
Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7309
Attachment No. 2: Class Specifications for Senior Civil Engineer, Associate Civil Engineer, and Assistant Engineer
RESOLUTION NO. 7309

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING RESOLUTION NO. 7204 ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR EMPLOYEES REPRESENTED BY THE ARCADIA CITY EMPLOYEES ASSOCIATION (SENIOR CIVIL ENGINEER)

WHEREAS, City Council Resolution No. 7204 approved a Memorandum of Understanding ("MOU") by and between the City of Arcadia and the Arcadia City Employees Association ("ACEA") for compensation and related benefits; and

WHEREAS, salaries and benefits for ACEA are adjusted by resolution, which adjustments are then reflected in the City's salary schedule.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Effective upon adoption of this Resolution, the ACEA Monthly Salary Range is amended by adding Salary Range No. 76 for the position of Senior Civil Engineer, as set forth in Exhibit “A” attached hereto.

SECTION 2. This Resolution shall become effective upon its adoption.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON NEXT PAGE]
Passed, approved, and adopted this ______ day of __________, 2020.

ATTEST:

______________________________
Mayor of the City of Arcadia

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Stephen P. Deitsch
City Attorney
<table>
<thead>
<tr>
<th>Range Number</th>
<th>Title</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
<th>Step F</th>
<th>Step G</th>
<th>Step H</th>
<th>Step I</th>
<th>Step J</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>Library Technician I</td>
<td>$3,248</td>
<td>$3,327</td>
<td>$3,413</td>
<td>$3,497</td>
<td>$3,584</td>
<td>$3,675</td>
<td>$3,767</td>
<td>$3,863</td>
<td>$3,958</td>
<td>$4,058</td>
</tr>
<tr>
<td>43</td>
<td>Accounting Technician I</td>
<td>$3,327</td>
<td>$3,413</td>
<td>$3,497</td>
<td>$3,584</td>
<td>$3,675</td>
<td>$3,767</td>
<td>$3,863</td>
<td>$3,958</td>
<td>$4,058</td>
<td>$4,157</td>
</tr>
<tr>
<td>46</td>
<td>Library Technician II</td>
<td>$3,584</td>
<td>$3,675</td>
<td>$3,767</td>
<td>$3,863</td>
<td>$3,958</td>
<td>$4,058</td>
<td>$4,157</td>
<td>$4,261</td>
<td>$4,367</td>
<td>$4,475</td>
</tr>
<tr>
<td>47</td>
<td>Accounting Technician II Information &amp; Referral Coordinator</td>
<td>$3,675</td>
<td>$3,767</td>
<td>$3,863</td>
<td>$3,958</td>
<td>$4,058</td>
<td>$4,157</td>
<td>$4,261</td>
<td>$4,367</td>
<td>$4,475</td>
<td>$4,586</td>
</tr>
<tr>
<td>49</td>
<td>City Clerk Technician</td>
<td>$3,863</td>
<td>$3,958</td>
<td>$4,058</td>
<td>$4,157</td>
<td>$4,261</td>
<td>$4,367</td>
<td>$4,475</td>
<td>$4,586</td>
<td>$4,702</td>
<td>$4,822</td>
</tr>
<tr>
<td>50</td>
<td>Building Technician I</td>
<td>$3,958</td>
<td>$4,058</td>
<td>$4,157</td>
<td>$4,261</td>
<td>$4,367</td>
<td>$4,475</td>
<td>$4,586</td>
<td>$4,702</td>
<td>$4,822</td>
<td>$4,939</td>
</tr>
<tr>
<td>51</td>
<td>Senior Library Technician</td>
<td>$4,157</td>
<td>$4,261</td>
<td>$4,367</td>
<td>$4,475</td>
<td>$4,586</td>
<td>$4,702</td>
<td>$4,822</td>
<td>$4,939</td>
<td>$5,064</td>
<td>$5,190</td>
</tr>
<tr>
<td>52</td>
<td>Senior Accounting Technician</td>
<td>$4,261</td>
<td>$4,367</td>
<td>$4,475</td>
<td>$4,586</td>
<td>$4,702</td>
<td>$4,822</td>
<td>$4,939</td>
<td>$5,064</td>
<td>$5,190</td>
<td>$5,321</td>
</tr>
<tr>
<td>53</td>
<td>Building Technician II Communications &amp; Marketing Specialist I</td>
<td>$4,367</td>
<td>$4,475</td>
<td>$4,586</td>
<td>$4,702</td>
<td>$4,822</td>
<td>$4,939</td>
<td>$5,064</td>
<td>$5,190</td>
<td>$5,319</td>
<td>$5,452</td>
</tr>
<tr>
<td>55</td>
<td>Code Services Officer</td>
<td>$4,475</td>
<td>$4,586</td>
<td>$4,702</td>
<td>$4,822</td>
<td>$4,939</td>
<td>$5,064</td>
<td>$5,190</td>
<td>$5,321</td>
<td>$5,452</td>
<td>$5,589</td>
</tr>
<tr>
<td>56</td>
<td>Engineering Assistant</td>
<td>$4,586</td>
<td>$4,702</td>
<td>$4,822</td>
<td>$4,939</td>
<td>$5,064</td>
<td>$5,190</td>
<td>$5,321</td>
<td>$5,452</td>
<td>$5,589</td>
<td>$5,727</td>
</tr>
<tr>
<td>57</td>
<td>Accounting Specialist</td>
<td>$4,702</td>
<td>$4,822</td>
<td>$4,939</td>
<td>$5,064</td>
<td>$5,190</td>
<td>$5,321</td>
<td>$5,452</td>
<td>$5,589</td>
<td>$5,727</td>
<td>$5,871</td>
</tr>
<tr>
<td>58</td>
<td>Deputy City Clerk</td>
<td>$4,822</td>
<td>$4,939</td>
<td>$5,064</td>
<td>$5,190</td>
<td>$5,321</td>
<td>$5,452</td>
<td>$5,589</td>
<td>$5,727</td>
<td>$5,871</td>
<td>$6,018</td>
</tr>
<tr>
<td>59</td>
<td>Historical Museum Curator</td>
<td>$4,939</td>
<td>$5,064</td>
<td>$5,190</td>
<td>$5,321</td>
<td>$5,452</td>
<td>$5,589</td>
<td>$5,727</td>
<td>$5,871</td>
<td>$6,018</td>
<td>$6,169</td>
</tr>
<tr>
<td>60</td>
<td>Business License Officer</td>
<td>$5,064</td>
<td>$5,190</td>
<td>$5,321</td>
<td>$5,452</td>
<td>$5,589</td>
<td>$5,727</td>
<td>$5,871</td>
<td>$6,018</td>
<td>$6,169</td>
<td>$6,323</td>
</tr>
<tr>
<td>61</td>
<td>Senior Code Services Officer</td>
<td>$5,190</td>
<td>$5,321</td>
<td>$5,452</td>
<td>$5,589</td>
<td>$5,727</td>
<td>$5,871</td>
<td>$6,018</td>
<td>$6,169</td>
<td>$6,323</td>
<td>$6,481</td>
</tr>
</tbody>
</table>
# EXHIBIT A
**CITY OF ARCADIA MONTHLY SALARY RANGE**
**APRIL 1, 2019 - JUNE 30, 2020**
Revised 12.17.2019
**ACEA - 2.0% COLA**

<table>
<thead>
<tr>
<th>Range Number</th>
<th>Title</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
<th>Step F</th>
<th>Step G</th>
<th>Step H</th>
<th>Step I</th>
<th>Step J</th>
</tr>
</thead>
<tbody>
<tr>
<td>62</td>
<td>Assistant Planner Combination Inspector Senior Engineering Assistant</td>
<td>$5,321</td>
<td>$5,452</td>
<td>$5,589</td>
<td>$5,727</td>
<td>$5,871</td>
<td>$6,018</td>
<td>$6,169</td>
<td>$6,323</td>
<td>$6,481</td>
<td>$6,644</td>
</tr>
<tr>
<td>63</td>
<td></td>
<td>$5,452</td>
<td>$5,589</td>
<td>$5,727</td>
<td>$5,871</td>
<td>$6,018</td>
<td>$6,169</td>
<td>$6,323</td>
<td>$6,481</td>
<td>$6,644</td>
<td>$6,810</td>
</tr>
<tr>
<td>64</td>
<td>Assistant City Clerk Fire Inspector Librarian II</td>
<td>$5,589</td>
<td>$5,727</td>
<td>$5,871</td>
<td>$6,018</td>
<td>$6,169</td>
<td>$6,323</td>
<td>$6,481</td>
<td>$6,644</td>
<td>$6,810</td>
<td>$6,979</td>
</tr>
<tr>
<td>65</td>
<td></td>
<td>$5,727</td>
<td>$5,871</td>
<td>$6,018</td>
<td>$6,169</td>
<td>$6,323</td>
<td>$6,481</td>
<td>$6,644</td>
<td>$6,810</td>
<td>$6,979</td>
<td>$7,155</td>
</tr>
<tr>
<td>66</td>
<td>Assistant Engineer Associate Planner Senior Combination Inspector Senior Public Works Inspector</td>
<td>$5,871</td>
<td>$6,018</td>
<td>$6,169</td>
<td>$6,323</td>
<td>$6,481</td>
<td>$6,644</td>
<td>$6,810</td>
<td>$6,979</td>
<td>$7,155</td>
<td>$7,334</td>
</tr>
<tr>
<td>67</td>
<td></td>
<td>$6,018</td>
<td>$6,169</td>
<td>$6,323</td>
<td>$6,481</td>
<td>$6,644</td>
<td>$6,810</td>
<td>$6,979</td>
<td>$7,155</td>
<td>$7,334</td>
<td>$7,517</td>
</tr>
<tr>
<td>68</td>
<td></td>
<td>$6,169</td>
<td>$6,323</td>
<td>$6,481</td>
<td>$6,644</td>
<td>$6,810</td>
<td>$6,979</td>
<td>$7,155</td>
<td>$7,334</td>
<td>$7,517</td>
<td>$7,705</td>
</tr>
<tr>
<td>69</td>
<td></td>
<td>$6,323</td>
<td>$6,481</td>
<td>$6,644</td>
<td>$6,810</td>
<td>$6,979</td>
<td>$7,155</td>
<td>$7,334</td>
<td>$7,517</td>
<td>$7,705</td>
<td>$7,898</td>
</tr>
<tr>
<td>70</td>
<td>Associate Civil Engineer</td>
<td>$6,481</td>
<td>$6,644</td>
<td>$6,810</td>
<td>$6,979</td>
<td>$7,155</td>
<td>$7,334</td>
<td>$7,517</td>
<td>$7,705</td>
<td>$7,898</td>
<td>$8,096</td>
</tr>
<tr>
<td>71</td>
<td></td>
<td>$6,644</td>
<td>$6,810</td>
<td>$6,979</td>
<td>$7,155</td>
<td>$7,334</td>
<td>$7,517</td>
<td>$7,705</td>
<td>$7,898</td>
<td>$8,096</td>
<td>$8,300</td>
</tr>
<tr>
<td>72</td>
<td></td>
<td>$6,810</td>
<td>$6,979</td>
<td>$7,155</td>
<td>$7,334</td>
<td>$7,517</td>
<td>$7,705</td>
<td>$7,898</td>
<td>$8,096</td>
<td>$8,300</td>
<td>$8,503</td>
</tr>
<tr>
<td>73</td>
<td>Principal Librarian Senior Planner</td>
<td>$6,979</td>
<td>$7,155</td>
<td>$7,334</td>
<td>$7,517</td>
<td>$7,705</td>
<td>$7,898</td>
<td>$8,096</td>
<td>$8,300</td>
<td>$8,503</td>
<td>$8,716</td>
</tr>
<tr>
<td>74</td>
<td></td>
<td>$7,153</td>
<td>$7,332</td>
<td>$7,516</td>
<td>$7,704</td>
<td>$7,896</td>
<td>$8,094</td>
<td>$8,296</td>
<td>$8,503</td>
<td>$8,716</td>
<td>$8,934</td>
</tr>
<tr>
<td>75</td>
<td></td>
<td>$7,332</td>
<td>$7,516</td>
<td>$7,704</td>
<td>$7,896</td>
<td>$8,094</td>
<td>$8,296</td>
<td>$8,503</td>
<td>$8,716</td>
<td>$8,934</td>
<td>$9,157</td>
</tr>
<tr>
<td>76</td>
<td>Senior Civil Engineer</td>
<td>$7,516</td>
<td>$7,704</td>
<td>$7,896</td>
<td>$8,094</td>
<td>$8,296</td>
<td>$8,503</td>
<td>$8,716</td>
<td>$8,934</td>
<td>$9,157</td>
<td>$9,385</td>
</tr>
</tbody>
</table>
CITY OF ARCADIA

SENIOR CIVIL ENGINEER

**DEFINITION**

Under general direction, to perform highly complex and professional engineering administration duties; to plan, direct, and supervise a variety of engineering projects and programs; and to conceptualize, develop, design, and implement all phases of difficult design and engineering research projects.

**SUPERVISION EXERCISED**

Exercises direct supervision over professional, technical, and clerical staff.

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Plan, organize, direct and review the work of professional and para-professional engineering teams in the preparation of engineering plans, specifications, designs, and cost estimates; review and set requirements for various types of development projects, easements and legal descriptions, plan checks, construction inspections, and materials testing for a wide variety of construction and maintenance projects.

Oversee other project managers or project engineers and serve as project manager on capital improvement projects; prepare descriptions; define job scope; prepare cost estimates and projections; develop schedules, procedures and time lines; prepare right of way plans, acquisition and environmental documents and reports; review and approves purchases; and confer with other professional and technical staff.

Coordinate engineering activities with other City departments, divisions, outside agencies, contractors and consultants.

Attend meetings and make presentations to City committees and commissions.

Develop and maintain effective working relationships with contractors, vendors, outside agencies, the public and City staff; represent the City at outside functions.

Develop and monitor systems and procedures for contract administration to ensure compliance with technical and legal requirements; prepare bid documents; review proposals; participate in the selection of consultants and contractors; prepare, review and approve contract documents, reports, plans and specifications; estimate construction costs and time requirements; provide engineering services and consultation to a variety of field and office personnel; oversee the construction inspection and survey of various types of maintenance
Perform advanced engineering work, contract administration, highly specialized design, research, analysis and economic evaluations; prepare and submit a variety of documents and reports including agenda and project reports; prepare complex grant applications for project funding from various governmental agencies; maintain administrative and engineering records.

Develop operational and maintenance schedules; participate in the development of Master Plans for the City’s infrastructure.

Participate in the development and administration of the Capital Improvement Program and Operating division budgets; monitor and ensure cost containment within project and section constraints; and formulate cash flow projections.

Select, train, motivate, supervise and evaluate assigned engineering personnel; provide or coordinate staff training and professional development programs; and implement discipline procedures.

Review plans prepared by developers, consultants and utility companies.

Research new materials and techniques; and monitor current developments in engineering.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Current principles and practices of organization, management and supervision.

Thorough knowledge of current principles and practices of utility and civil engineering.

Principles and practices of engineering economics and project management.

Contract administration, project management and evaluation.
Theories, principles and techniques of equipment used in various engineering projects.

Complex budget preparation and administration.

Supervision, training, and performance evaluation.

Pertinent federal, state, and local laws, codes and regulations relating to engineering and the environment.

Principles of research, business letter writing, complex report preparation and procedures; English usage, spelling, grammar and punctuation.

Modern office procedures, methods and computer equipment.

**Skill to:**

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

**Ability to:**

Interpret and apply Federal, State and local laws, codes and regulations.

Interpret and explain City and Department policies and programs.

Plan, organize, supervise, train and evaluate professional and technical engineering staff.

Negotiate and administer contracts.

Coordinate and manage assigned projects.

Conduct studies, review and evaluate data, and form accurate conclusions and projections.

Prepare and/or direct the preparation of complex plans, specifications and legal contracts.

Prepare clear, concise and accurate reports.
Make effective and persuasive presentations on controversial or complex topics to top management, public groups, and/or boards of directors, and city councils.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain and foster positive, harmonious and cooperative working relationships with those contacted in the course of work.

Perform difficult research, analyze complex engineering problems, evaluate alternatives and recommend effective action.

Use computerized engineering programs.

**Minimum Qualifications:**

**Experience:**

Five years of increasingly responsible professional engineering and/or management experience in Civil Engineering or water resources including two years of project management and/or administrative responsibility.

**Training:**

A Bachelor’s degree from an accredited college or university with major course work in civil engineering or a related field.

**License or Certificate:**

Possession of registration as a Professional Civil Engineer in the State of California.

Possession of or ability to obtain a Class C California driver's license and a satisfactory driving record.

**Special Requirements:**

*Essential duties require the following physical skills and work environment:*

Ability to work in a standard office environment; exposure to outdoors; ability to travel to different sites and locations.

**Effective Date:** April 2002
CITY OF ARCADIA

ASSOCIATE CIVIL ENGINEER

DEFINITION

Under general direction, to perform professional and technical engineering work in assigned area of responsibility including subdivision engineering, capital projects, field operations, and construction services; and to provide technical staff assistance to higher level engineering staff.

SUPERVISION EXERCISED

Exercises direct supervision over professional and technical staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Determine the scope of engineering projects; prepare requests for proposals and contracts for consulting services; develop plans, maps, specifications, plats, diagrams, and other contract documents for a variety of engineering projects such as streets, structures, and hydraulics; make technical engineering decisions and establish technical criteria and standards; calculate the quantity, quality, and cost of materials used for various projects.

Review plans of consulting engineers and private contractors; review plans related to structures such as streets, sidewalks, gutters, underground facilities, and other off-site construction; check plans for conformance with regulations regarding line, grade, size, elevation, and location of structures; review engineering calculations of other engineers or engineering assistants.

Serve as project manager on assigned major engineering and construction projects ensuring conformance with contract provisions; assist in the construction inspection of assigned projects; ensure conformance with contract plans and specifications; make recommendations on approval of progress payments and change orders; prepare progress reports on projects under construction; maintain project files including plans, contract documents, records of changes, and field notes.

Prepare conditions of approval for private developments within the City.

Manage, administer, and inspect capital improvement projects; prepare Engineering Division Capital Improvement Program (CIP).

Issue transportation permits.

Review and approve utility excavation permits.

Submit project proposals to appropriate agencies for grants.

Assist in the development of Transportation Master Plan and Transportation Impact Fee.
Coordinate preparation and review City infrastructure master plans.

Assist in the preparation and administration of the assigned budget; monitor expenditures.

Investigate field problems affecting property owners, contractors, and maintenance operations; provide information to the public; respond to citizen inquires and complaints.

Process final parcel and tract maps, bonds, and deeds required for projects.

Coordinate assigned activities with consultants, engineers, developers, contractors, other City departments and divisions, and with outside agencies.

Provide technical and professional engineering support services relative to assigned area of responsibility; prepare difficult special engineering studies and reports; perform special assignments on engineering problems as necessary.

Issue and extend grading permits and encroachment permits.

Recommend engineering conditions and mitigation measures for major construction projects.

Coordinate the review of funding applications and analysis of engineering fee structures.

Prepare hazardous materials reports and manage industrial waste program.

Prepare maps, deeds, and legal descriptions.

Supervise and assist preparation of new digital infrastructure atlases and departmental GIS.

**OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

**JOB RELATED AND ESSENTIAL QUALIFICATIONS**

**Knowledge of:**

Complex principles and practices of civil engineering including the design, construction, and maintenance requirements of public works projects.

Project management principles and techniques.

Capital Improvement Program budgeting and funding practices.

Modern developments, current literature, and sources of information related to engineering and construction.
Engineering plan types, review practices, and permit filing and approval procedures.


Principles and practices of data collection and report preparation.

Principles of supervision and training.

Subdivision engineering and plan review practices.

Principles and techniques of land surveying.

Fundamentals of computer aided design.

General design, layout, and construction practices for public improvements such as streets, storm drains, grading, landscaping, and bike trails.

Principles of engineering mathematics, stress analysis, and properties, strength, and uses of construction materials.

Safe driving principles and practices.

**Skill to:**

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

**Ability to:**

Manage assigned projects.

Perform engineering design computations and check, design, and prepare engineering plans and studies.

Perform technical research and solve engineering problems.

Prepare, understand, and interpret engineering construction plans, specifications, and other contract documents.

Conduct comprehensive engineering studies and prepare reports with recommendations.

Train, supervise, and evaluate professional and technical engineering staff.
Read, interpret, and apply a wide variety of technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.

Analyze engineering plans and specifications to ensure compliance with City standards and governmental requirements.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

**Minimum Qualifications:**

**Experience:**

Five years of increasingly responsible experience in professional civil engineering.

**Training:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

**License or Certificate:**

Possession of registration as a Professional Civil Engineer in the State of California.

Possession of, or ability to obtain, an appropriate, valid driver's license.

**Special Requirements:**

*Essential duties require the following physical skills and work environment:*

Ability to work in a standard office environment; exposure to outdoors; ability to travel to different sites and locations.

**Effective Date:** January, 1999
CITY OF ARCADIA

ASSISTANT ENGINEER

DEFINITION

Under general supervision, to perform professional engineering work involved in the design and construction of engineering projects including CIP projects, public works, traffic controls, and water and sewer systems; to prepare plans and specifications; and to act as a project manager on assigned projects.

SUPERVISION EXERCISED

May exercise technical and functional supervision over technical and clerical staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Serve as project manager on assigned projects; oversee, direct and review the work of assigned professional and technical project staff; establish design criteria to be used by project staff and/or outside consultants; establish grades for streets, curbs and gutters, alleys or other paving projects, water and sewer lines and facilities, and similar projects; prepare preliminary and final estimates of work and material requirements; coordinate required advertising for bids.

Act as a project engineer; research applicable codes, regulations and requirements for assigned project; develop and oversee the development of construction plans and specifications; oversee and prepare changes as field conditions warrant.

Maintain constant awareness of progress on assigned projects to ensure compliance with designated time and cost schedules for project completion; supervise and participate in the inspection of construction projects; prepare change orders; review contractors' estimates and prepare/review progress payments.

Provide assistance to construction inspectors in the interpretation of plans and resolution of problems during construction; review as-built plans to ensure compliance with original plans and specifications.

Coordinate preparation and review master plans for various City infrastructure including water system, sewer system, and storm drains.

Manage City capital improvement projects; analyze problems that may arise and recommend Contract Change Orders as necessary.

Prepare schedules for capital improvement projects, budget estimates, and prioritization of capital improvement projects.
Prepare requests for proposal or requests for qualification; review and recommend award of consultant contracts.

Manage City environmental consultant and industrial waste inspection and permit program.

Prepare annual hazardous materials reports for submission to supervising agencies.

Review subdivision plans and site plans for conformance with City ordinances and State law.

Review private contract projects for conformance with City ordinances, policies, standards and accepted engineering practices; meet with architects, engineers, and developers to provide preliminary review of development concept and design.

Review and process requests for right-of-way variances, encroachment permits, address assignment and site development ordinance variance requests.

Participate in directing the activities of survey parties; convert, compute, and plot information obtained in field surveys.

Participate in the evaluation of procedures and in the development of new and improved practices.

Participate in the development and preparation of standards for engineering design and materials of construction.

Prepare special engineering studies and reports; perform special assignments on engineering problems as necessary; prepare specific studies for other City staff.

Provide technical assistance and support to other divisions and departments; provide public counter support to developers, builders, contractors and the general public pertaining to City engineering and related requirements; attend public meetings as requested.

Exercise professional engineering judgment in accordance with current accepted practice of civil engineering and appropriate laws and codes.

**OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

**JOB RELATED AND ESSENTIAL QUALIFICATIONS**

**Knowledge of:**

Standard principles and practices of engineering.

Terminology, methods, practices, and techniques used in technical engineering report
preparation.

Principles and practices of street, traffic control, storm water, and water and sewer system design.

Principles and practices of pavement management and design.

Principles, practices, and laws of land surveying and land development.

Materials, tools, and equipment used in engineering.

Principles of mathematics as applied to engineering work.

Modern office procedures, methods, and computer equipment.

Principles and procedures of record keeping and reporting.

Safe driving principles and practices.

**Skill to:**

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

**Ability to:**

Learn principles and practices of project and construction management.

Learn to develop, review and modify a full range of engineering plans, designs, and specifications specific to area of assignment.

Learn pertinent Federal, state, and local laws, codes, and regulations including engineering laws and regulations.

Prepare and maintain technical civil engineering records and prepare reports.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
Minimum Qualifications:

Experience:

One year of engineering experience.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field; or 8 years of civil engineering or related experience.

License or Certificate:

Possession of, or ability to obtain, an Engineer-in-Training License issued by the State of California.

Possession of, or ability to obtain, an appropriate, valid driver's license.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment with some ability to kneel, stoop, climb and lift and some exposure to outdoors, vibration, and mechanical hazards; ability to travel to different sites and locations.

Effective Date: November 2008
DATE: May 19, 2020

TO: Honorable Mayor and City Council

FROM: Sara Somogyi, Director of Recreation & Community Services
By: Candice Cheung, Assistant Director of Recreation & Community Services

SUBJECT: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARCADIA UNIFIED SCHOOL DISTRICT FOR TRANSPORTATION SERVICES IN AN AMOUNT NOT TO EXCEED $30,300
Recommendation: Approve

SUMMARY

The Recreation and Community Services Department provides several youth and adult programs that require safe transportation to attend staff led camps, trips, and excursions. For many years, Arcadia Unified School District has provided these transportation services. It is recommended that the City Council approve, and authorize and direct the City Manager to execute, an amendment to the Professional Services Agreement with the Arcadia Unified School District for Transportation Services in an amount not to exceed $30,300 for Fiscal Year 2020-21.

BACKGROUND

On May 3, 2016, City Council approved a Professional Services Agreement with Arcadia Unified School District (“AUSD”) to provide bus transportation services for recreation activities through May 31, 2018. The two-year Agreement was executed with an amount not to exceed $89,000 and included an option for (3) three (1) one-year extensions at the City’s discretion. The first one-year extension was approved for the 2018-19 Fiscal Year in an amount not to exceed $43,400. The second one-year extension was approved for the 2019-20 Fiscal Year in an amount not to exceed $46,900. Approval of this agenda item would amend the Agreement through May 31, 2021, in an amount not to exceed $30,300.

DISCUSSION

Due to COVID-19, the offsite large excursions for youth programs have been cancelled this summer to ensure the safety and well-being of the children and staff. As a result, the level of transportation services is expected to be much less than in past years. At this point, the Recreation and Community Services Department will offer transportation for
campers to Wilderness Park Day Camp, to the Arcadia County Pool, and to one adult excursion. The amount requested will cover the expected need and is enough to cover minor deviations should they become necessary.

AUSD has provided satisfactory bus transportation services for the Recreation and Community Services Department for approximately the last 18 years. To meet the challenges raised by the COVID-19 situation, AUSD has established new safety and cleaning protocols to provide safe transportation for the participants. Recreation and Community Services Staff is comfortable with the protocols in place. The current Agreement with AUSD expires on May 31, 2020, and it is recommended that this third and final extension to the current contract be executed.

ENVIRONMENTAL ANALYSIS

This proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”) per Section 15061(b)(3) of the CEQA Guidelines, and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The proposed budget for transportation services for Fiscal Year 2020-21 is not to exceed $30,300. Registration fees are collected for all camps to offset the cost for transportation services. The proposed General Fund budget is sufficient to cover the cost for transportation services.

RECOMMENDATION

It is recommended the City Council approve, and authorize and direct the City Manager to execute an amendment to the Professional Services Agreement with Arcadia Unified School District for Transportation Services in an amount not to exceed $30,300.

Approved:

Dominic Lazzaretto
City Manager

Attachment: Proposed Amendment No. 3 to the Professional Services Agreement
AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT TRANSPORTATION SERVICES

This Amendment No. 3 ("Amendment No. 3") is hereby entered into by and between the City of Arcadia, a municipal corporation of the State of California, and the Arcadia Unified School District, a Public Agency, with respect to that certain Professional Services Agreement between the Parties dated May 18, 2016 ("Agreement"), further amended by Amendment No. 2 dated May 23, 2019.

The Parties agree as follows:

1. Section 3.1.2 of the Agreement is amended by extending the Term from June 1, 2020 to May 31, 2021 ("Extended Term").

2. Section 3.3.1 of the Agreement is amended to provide that for the Extended Term, the Compensation, is amended as referenced in the attached Exhibit “C”.

3. All terms and provisions of the Agreement not amended by this Amendment No. 3 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 3 on the date set forth below.

CITY OF ARCADIA                                           ARCADIA UNIFIED SCHOOL DISTRICT

By:                           By:                           
Dominic Lazzaretto          AUSD Chief Business Officer
City Manager

Dated:                           Dated:                           

ATTEST:

City Clerk

APPROVED AS TO FORM:                          CONCUR:

Stephen P. Deitsch          Sara Somogyi, Director of
City Attorney                    Recreation & Community Services
## 2020 Daily Rate

<table>
<thead>
<tr>
<th>Camp</th>
<th>Description</th>
<th>Day</th>
<th>Cost per bus</th>
<th># of busses</th>
<th>Total Cost per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Camp</td>
<td>Bus Route AM/PM</td>
<td>M/W/F</td>
<td>$308</td>
<td>2</td>
<td>$616</td>
</tr>
<tr>
<td>Day Camp</td>
<td>Bus Route AM/PM &amp; one way from WP to Arcadia County Pool</td>
<td>T/Th</td>
<td>$308</td>
<td>2</td>
<td>$616</td>
</tr>
<tr>
<td>Sports Camp</td>
<td>Pool Route from Dana Gym to Arcadia County Pool and back to Dana Gym</td>
<td>M/W</td>
<td>$256</td>
<td>1</td>
<td>$256</td>
</tr>
</tbody>
</table>

## Nature Hike

<table>
<thead>
<tr>
<th>Excursion</th>
<th>Day</th>
<th>Cost per bus</th>
<th># of busses</th>
<th>Total Cost per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gabrielino Trail</td>
<td>915 Ventura Street, Altadena 91001</td>
<td>$544</td>
<td>1</td>
<td>$544</td>
</tr>
</tbody>
</table>
DATE: May 19, 2020

TO: Honorable Mayor and City Council

FROM: Robert Guthrie, Chief of Police
       By: Dr. Jennifer Brutus, Sr. Management Analyst

SUBJECT: PURCHASE OF A BI-DIRECTIONAL AMPLIFIER ("BDA") SYSTEM FROM DAY WIRELESS SYSTEMS IN AN AMOUNT NOT TO EXCEED $64,600

Recommendation: Waive the Formal Bid Process and Approve

SUMMARY

In order to increase the reception and transmission of radio communications within the Police Department facility, the installation of a Bi-Directional Amplifier ("BDA") system to the existing communications system is necessary. It is recommended that the City Council authorize the purchase of a bi-directional amplifier system ("BDA") from U.S. Mobile Wireless Communications, Inc. ("Day Wireless Systems") in an amount not to exceed $64,600.

BACKGROUND

In 2019, the Arcadia Police Department switched to a new public safety radio system called the Interagency Communications Interoperability ("ICI") System. The transition to this new communications platform gave the Department broader radio coverage throughout Los Angeles County, but the ICI system’s signal cannot penetrate the police building. This results in "dead spots" of coverage inside the facility where a radio signal cannot be received or transmitted. Temporary receivers were set up in areas of the building to ensure radio transmissions can be heard and monitored, but they do not resolve the inability to transmit or receive important radio communications if individuals are away from the temporary receivers.

In order to increase the reception and transmission of radio communications within the facility, the installation of a Bi-Directional Amplifier ("BDA") system is necessary to resolve this problem. The BDA consists of a series of antennas installed inside of the building to pull signal from the outside and boost the radio frequency signals within the concrete walls of the station.
DISCUSSION

Currently, the City has a Professional Services Agreement with Day Wireless Systems for radio communications services. Day Wireless is the authorized Motorola representative for our region. The Department’s ICI equipment is by Motorola, which makes Day Wireless the only vendor who can ensure compatibility between the ICI and BDA systems. The current Agreement with Day Wireless covers routine maintenance of the Department’s existing radio communications equipment, and the company is setup on an open purchase order to perform routine and emergency work on an as-needed basis. At this time, the existing purchase order does not have enough available balance to accommodate the price of the BDA project.

Since the Agreement does allow for extra work at any time during the term of the Agreement with prior written authorization from the City, Day Wireless Systems is able to perform the BDA installation, and it is recommended that the City increase the purchase order to cover the cost of the new project. Therefore, it is necessary for the City Council to waive the formal bid process in this instance to allow the purchase order increase. By purchasing the BDA equipment and installation through Day Wireless, the City will benefit from competitive radio communications services rates and Day Wireless’s familiarity and understanding of the Department’s radio infrastructure and needs.

The project is expected to take 60 days to complete. The anticipated cost is broken down according to three categories: $44,900 for equipment and shipping, $15,100 for professional services (including system design, coaxial cable installation, line sweeps, hardware installation, system commissioning and optimization, coverage testing, and project management), and $4,600 in sales tax. It is recommended that the City Council authorize the purchase in an amount not to exceed $64,600.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The BDA’s total cost of $64,600 will be funded out of the FY 2019-20 Operating Budget under Police Communications Contract Services, as well as Equipment Replacement Funds related to communications.

For the contract services account, the current Open Purchase Order with Day Wireless Systems has a balance of $15,263. In addition, the Department was only charged eight out of 12 months for its ICI subscription fees resulting in a $23,375 cost savings. As a
result, the contract services account will provide $38,638 for the DBA project. For the remaining cost of $25,962, the Department will use savings from two existing equipment replacement projects: the hand-held radio purchase project and the Dispatch console upgrade project. These funds are eligible to be used for the BDA project and adequate funding is available within these two sources to fund the purchase.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"), and approve the purchase of a bi-directional amplifier ("BDA") system from Day Wireless Systems in an amount not to exceed $64,600.

Approved:

[Signature]

Dominic Lazzaretto
City Manager
DATE: May 19, 2020

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director

SUBJECT: APPOINTMENTS TO THE BOARD OF DIRECTORS OF THE DOWNTOWN ARCADIA IMPROVEMENT ASSOCIATION (“DAIA”) AND LEGAL AFFAIRS SUBCOMMITTEE

Recommendation: Approve and Provide Direction

SUMMARY

Appointments to the Downtown Arcadia Improvement Association (“DAIA”) and Legal Affairs Subcommittee (“Committee”) are required to be made by the Arcadia City Council. Under DAIA policies, each owner of a property is entitled to representation on the Board of Directors. As the owner of multiple properties within the DAIA area, the City is entitled to multiple representatives. It is recommended that the City Council formally appoint Tim Schwehr and Peter Amundson to the Board of Directors of the DAIA.

The Legal Affairs Subcommittee was established by vote on May 17, 2016 to establish a standing committee. At the time of its creation, only two members of the City Council, Council Member Beck and Council Member Verlato, met the criteria to serve on the Committee; however, Council Member Cheng is a practicing attorney and qualifies to participate. At its Special Meeting on June 14, 2017, (see Attachment) the Committee agreed that it would be helpful for the full City Council to review and discuss how the Committee is functioning in accordance with the City Council’s earlier direction. To date, the review of the Committee’s goals has not been reviewed by the City Council. Given that the City Council is reviewing City Council appointments, now is a good time for this to occur. The City Council may formally appoint new members to the Committee, reappoint current members, or elect to disband the Committee.
BACKGROUND

The Downtown Arcadia Improvement Association

A group of Downtown Arcadia business and property owners began meeting in 2010 to explore the possibility of forming a property based business improvement district (“PBID”), also known as a Community Benefit District. The process culminated in a final vote in favor of establishing the District on August 6, 2013, and the City Council’s approval of Resolution No. 6988 formally authorizing the Community Benefit District. Following the approval of the District, the City and consultant New City America worked with staff at the Los Angeles County Assessor’s Office to make sure that the assessments for the District were included on the tax rolls. The assessments have been in place for a number of years and are now estimated at $117,755 annually.

Funding from the assessments has been used for a number of activities and actions, including special annual events such as the Downtown Patriotic Festival, Holiday Market, Halloween “Haunting”, and many others. Bike racks were developed and installed in the downtown, street cleaning efforts, zoning and land use modifications, and a great deal of business outreach and marketing is some of the work the DAIA has pursued.

As an owner of property within the District, the City has always had representation on the Board. In October, 2014, the City Council appointed Council Member Sho Tay to the Board of the DAIA as well as Jason Kruckeberg, Assistant City Manager/Development Services Director. In addition, the City Council appointed Peter Amundson to the Board in recognition of his commitment to the Downtown over the years. At that point, Mr. Amundson was not on the City Council. More recently, Tim Schwehr, Economic Development Analyst, and Peter Amundson (as a sitting Council Member) were appointed to the DAIA. Council Member April Verlato has been a member of the Board since the inception of the group as a Downtown business owner, not as a representative of the City Council.

Legal Affairs Subcommittee

The Legal Affairs Subcommittee was established on May 17, 2016, by the City Council. The original mission of the Committee was to monitor the City’s legal affairs, including litigation costs and bills, and report back to the City Council. On June 17, 2017, the Committee met in open session to further define the Committee’s goals, and agreed that discussion and resolution of specific litigation and oversight of litigation rests with the full City Council. The Committee agreed that written summary of the Committee’s meetings would be prepared and given to the full City Council. Finally, the Committee agreed that it would be helpful for the full City Council to review and discuss how the Committee is functioning in accordance with the City Council’s direction.
DISCUSSION

The Downtown Arcadia Improvement Association

The policy of the DAIA is to allow a property owner representation on the Board based on how many parcels the property owner has. For example, since the City owns five parcels in the Downtown, the City could technically have five individuals serve on the Board. Alternately, the City could have a single person represent all five properties. As noted, the City has been comfortable in the past with two to three representatives on the Board, and this remains the recommendation.

Tim Schwehr is willing to continue serving on the Board as a representative of the City. In Mr. Schwehr’s role as economic development staff person, he is uniquely qualified to continue to serve on the Board and provide the DAIA with his expertise and perspective on economic development issues, zoning, land use, and the like. In addition, Peter Amundson, although no longer a Council Member, has expressed interest in continuing to serve on the Board as a representative of the City. Mr. Amundson has been committed to effectuating change in Downtown Arcadia for many years and has, in fact, been appointed by the City Council to this role in the past.

It is recommended that the City Council appoint both Tim Schwehr and Peter Amundson to the DAIA Board of Directors. If the City Council wishes to appoint additional members, it is recommended that those names be provided to the staff at this time.

Legal Affairs Subcommittee

Since its inception, the Committee has met nine (9) times reviewing the City’s legal fees, budget, and litigation log of pending and active cases. The number of meetings by year is listed below:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Number of Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>2</td>
</tr>
<tr>
<td>2018</td>
<td>4</td>
</tr>
<tr>
<td>2019</td>
<td>2</td>
</tr>
<tr>
<td>2020</td>
<td>1</td>
</tr>
</tbody>
</table>

The Committee is currently comprised of Council Member Beck and Council Member Verlato. There have been no new appointments to the Committee since it was created. At the time of its creation, Council Member Beck and Council Member Verlato were the only two members of the City Council who are attorneys. Newly elected Council Member Cheng is also an attorney and the City Council may want to consider his
background, experience, and expertise in determining the composition of the Committee.

**FISCAL IMPACT**

There is no direct fiscal impact associated with appointments to the Board. As a property owner, the City is assessed based on the lot size, linear frontage, and building square footage. Improvements within the AIA area will benefit the City in the form of increased property taxes, and ancillary benefits from additional activity in the Downtown. The current assessment for the City’s parcels is $5,872.18 annually.

The Legal Affairs Subcommittee costs are minimal but include the use of staff time to prepare public notices, agendas, and minutes, along with the cost for the City Attorney.

**ENVIRONMENTAL ANALYSIS**

The proposed actions do not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that they will have no impact on the environment. Thus, these matters are exempt under CEQA.

**RECOMMENDATION**

It is recommended that the City Council:

1. Determine that this project is exempt under the California Environmental Quality Act (“CEQA”); and
2. Appoint Tim Schwehr and Peter Amundson to the Board of Directors of the Downtown Arcadia Improvement Association (“DAIA”); and
3. Provide direction on the appointments of Council Members to the Legal Affairs Subcommittee

Approved:

Dominic Lazzaretto
City Manager

Attachment: Legal Affairs Subcommittee Special Meeting Memo – June 14, 2017
MEMORANDUM
Office of the City Attorney

Date: June 14, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: STEPHEN P. DEITSCH, CITY ATTORNEY

SUBJECT: LEGAL AFFAIRS SUB-COMMITTEE SPECIAL MEETING ON JUNE 6, 2017

At its Special Meeting on June 6, 2017, the Legal Affairs Sub-Committee ("Committee") met in open session, along with City Manager Dominic Lazzaretto and City Attorney Stephen Deitsch, to discuss the following agenda item:

a. To discuss and clarify the role of the Legal Affairs Sub-Committee in active litigation.

The City Attorney suggested that the Committee at this point in time consider how it has functioned, and what its goals and responsibilities are consistent with the direction given to the Committee by the City Council.

The City Attorney indicated that he believes the Committee has been a valuable resource in overseeing pending litigation matters. He also indicated that he has not seen establishment of a legal affairs committee in other cities – a point corroborated by the City Manager – and that perhaps this is because trial attorneys are not that often Council Members (he pointed out that Indian Wells has a Finance and Legal Oversight Committee which does not review pending litigation matters, but only occasionally and by consultation with the City's Finance Director reviews the City's legal budget). Arcadia has not previously had a Legal Affairs Committee.

The City Attorney suggested that the function and goals of the Committee to date have apparently included:

(1) Interviewing and recommending to the City Council outside tort defense and employment law counsel (the City Attorney pointed out that there are also other types of litigation facing the City from time to time, such as CEQA, telecommunications, land use, toxic soil clean-up, and damage claims related to franchise agreements, all of which have historically been handled by the City Attorney's [Best Best & Krieger] litigators). This task is now completed;
(2) Reviewing the quarterly litigation log provided to the full City Council and posing questions regarding litigation status and cost; and

(3) Actively managing outside counsel in how they are handling the litigation, including litigation strategy.

The City Attorney suggested that the last of the three functions and goals of the Committee (above) might be problematic. For example, there could be a downside for the Committee in too aggressively managing outside counsel. The City Attorney indicated that, often, it is the full City Council that arguably should make some of such decisions in Closed Session. He also indicated that the third item above increases the costs incurred by the City for outside counsel to prepare additional reports for or be on the phone with the Committee, and for the City Attorney to coordinate with outside counsel and prepare for Legal Affairs Sub-Committee review of the specific handling of litigation beyond normal. He also indicated that the Committee providing detailed oversight and direction to outside counsel on how to specifically handle litigation makes outside counsel seem, in effect although not in reality, to be more employees and not independent contractors of the City. Although the City Attorney expressed the view that too detailed supervision and provision of direction to outside counsel on how to handle litigation could also reduce the City’s ability to assert malpractice in a given situation, the Committee Members and City Attorney ultimately agreed that this is at most a remote possibility.

Committee Members briefly discussed the following:

(1) With regard to her recent email to the City Attorney that she be provided specific documents in outside counsel’s litigation file concerning a pending litigation matter, Committee Member Verlato indicated that she believes her more detailed review of the litigation file is necessary and helpful in order to enable her to ultimately recommend to the full City Council a possible settlement value for that specific litigation matter.

(2) Committee Member Beck mentioned in passing that he has lingering concerns about whether the City Attorney, without casting aspersions on him, in effect has a conflict of interest in dealing with litigation, especially considering the possibility that there might be pressure from his law firm to bring in new litigation matters. The City Attorney mentioned that in spite of his firm’s ability as a full-service law firm to handle all of the City’s litigation (including tort defense and employment), the City Attorney has historically recommended that many matters be referred to other counsel. The City Manager stated that this arrangement is typical of cities employing full-service law firms.

The Committee Members agreed that the discussion and resolution of specific litigation, and the oversight of certain litigation matters, rests with the full City Council. The Committee Members agreed that it would be best for a written summary/report of
Committee meetings to be prepared and given to the full City Council. Finally, the Committee agreed that it would be helpful for the full City Council to review and discuss how the Committee is functioning in accordance with Council's earlier direction.

CONCUR:

Dominic Lazzaretto
City Manager
DATE: May 19, 2020

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Tim Schwehr, Senior Economic Development Analyst

SUBJECT: RESOLUTION NO. 7307 APPROVING CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (“CDBG”) AND AUTHORIZING THE MAYOR TO SIGN A COOPERATION AGREEMENT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (“LACDA”)

Recommended Action: Approve

SUMMARY

The City currently has an active Participating City Cooperation Agreement signed with the Los Angeles County Community Development Commission (“LACDC”) to participate in the Los Angeles Urban County Community Development Block Grant (“CDBG”) Program. In 2019, following a merger with the LACDC with the Los Angeles County Housing Authority, a new joint agency called the Los Angeles County Development Authority (“LACDA”) was created. On April 17, 2020, the LACDA sent a letter to each participating city in the County CDBG program requesting approval of a City Council Resolution by no later than May 29, 2020 authorizing the Mayor to sign an updated Participating City Cooperation Agreement with the new LACDA entity for the period of July 1, 2021 through June 30, 2024. The updated Agreement approves the City's continued participation in the Los Angeles Urban County CDBG Program beyond the 2020-21 Fiscal Year.

It is recommended that the City Council adopt Resolution No. 7307 to approve the continuation of the City's participation in the Los Angeles Urban County CDBG Program and authorize the Mayor to sign the new Cooperation Agreement with the Los Angeles County Development Authority (“LACDA”).
BACKGROUND

For over 30 years, the City of Arcadia has been a participant in the CDBG Program. CDBG funds are allocated by the U.S. Department of Housing and Urban Development ("HUD") with Los Angeles County administering the Urban County CDBG Programs. The primary objective of the CDBG program is to provide assistance to low-and-moderate-income families with community development and housing assistance activities. Each year the City receives approximately $300,000 in CDBG funding.

DISCUSSION

By participating in the Urban County CDBG Program, the monthly and annual reporting of compliance with HUD regulations is handled by the LACDA. Given the relatively small amount of program funding received, it is considered more cost-effective to utilize the LACDA to serve in this function rather than hire additional city staff or use the City’s CDBG consultant for this purpose. The continued participation in the County Program will ensure a seamless provision of services. As such, continued participation in the Los Angeles Urban County CDBG Program through approval of an updated Cooperation Agreement with the LACDA is recommended.

It should be noted that, in response to the COVID-19 pandemic, the CARES Act included changes to the HUD guidelines for how CDBG funds may be utilized. Changes included allowing CDBG funding to be utilized for small business assistance loans and grants. To date, the City of Arcadia has programmed $245,000 in CDBG funds ($180,000 in new CDBG-CV CARES Act funding and $65,000 in existing carryover CDBG funds) towards a new Small Business Grants Program. The CARES Act CDBG provisions also allow for amendments to the approved CDBG projects for the upcoming Fiscal Year 2020-21. As a reminder, at the February 4, 2020 regular meeting, the City Council approved $315,152 in CDBG projects for Fiscal Year 2020-21. A copy of the February 5, 2020 Staff Report is included as an Attachment to this report. A list of the approved programs and allocation amounts is provided below:

<table>
<thead>
<tr>
<th>Projects</th>
<th>FY 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Improvement Program</td>
<td>$235,836</td>
</tr>
<tr>
<td>Homeless Initiatives Program</td>
<td>$20,000</td>
</tr>
<tr>
<td>Public Service Projects</td>
<td></td>
</tr>
<tr>
<td>Congregate Meals for Seniors</td>
<td>$38,768</td>
</tr>
<tr>
<td>Info. &amp; Referral Services for Seniors</td>
<td>$20,548</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$315,152</strong></td>
</tr>
</tbody>
</table>

Under the CARES Act, revisions to upcoming CDBG projects and allocation amounts can be made with a 5-day public notification period and no City Council authorization resolution is required. At this point, no modifications are proposed to the programmed
funds. It is anticipated that there may be more CBDG-CV CARES Act funding distributed to the City, but no additional funding has been received to date.

FISCAL IMPACT

As mentioned, the total amount of funding programmed for the 2020-21 Fiscal Year is $315,152. There is not a fiscal impact to the City to implement the CDBG programs as all funding comes from HUD.

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 7307 approving continued participation in the Los Angeles Urban County Community Development Block Grant Program (“CDBG”) and authoring the Mayor to sign the new Cooperation Agreement with the Los Angeles County Development Authority (“LACDA”).

Approved:

[Signature]
Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7307
LACDA Cooperation Agreement
February 5, 2020, Staff Report for CDBG Programs FY20-21
RESOLUTION NO. 7307

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA APPROVING CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") AND AUTHORIZING THE MAYOR TO SIGN A COOPERATION AGREEMENT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY ("LACDA")

WHEREAS, the City of Arcadia desires to participate in the Los Angeles Urban County Community Development Block Grant ("CDBG") Program for the qualification period beginning July 1, 2021; and

WHEREAS, the City authorizes the execution of a Cooperation Agreement with the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority ("LACDA") in order to receive CDBG funds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council adopts and approves the County of Los Angeles Participating City Cooperation Agreement between the City of Arcadia and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority ("LACDA") for the time period of July 1, 2021 through June 30, 2024 and self-renewing thereafter.

SECTION 2. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City of Arcadia.

[SIGNATURES ON NEXT PAGE]
Passed, approved and adopted this 19th day of May, 2020.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen P. Deitsch
City Attorney
COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAMS

PARTICIPATING CITY
COOPERATION AGREEMENT

This Agreement is being entered into on this ___ day of ____________, to be effective on the 1st day of July 2021, by and between the City of Arcadia, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30th day of June 2024. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County, or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Los Angeles County Development Authority, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

Revised 03/2020
WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program, the HOME Program and the ESG Program.

3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.

4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.

5. The term of this Agreement shall commence on July 1, 2021, the beginning date of the first year of the new Urban County Qualification Period, which will end on June 30, 2024. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Towards the end of the three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to
HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Urban County's certification under Section 104 (b) of Title I of the Act, as amended, regarding Title VI of the Civil Rights Act of 1964; the Fair Housing Act and affirmatively furthering fair housing as cited in 24 CFR 91.225(a); Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, and all other applicable laws and regulations.

Urban County funding is prohibited for activities in, or in support of, any City that does not affirmatively further fair housing within its local jurisdiction or that impedes the County’s action to comply with the Fair Housing Certification.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.

8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.

10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.

11. The City may not sell, trade or otherwise transfer all or any portion of CDBG funds at another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in

Revised 03/2020
exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under title I of the Housing and Community Act of 1974.

12. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.

13. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.

14. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of $25,000, shall be subject to the following standards:

a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.

b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.

15. The City shall make available for inspection and audit to County's and HUD’s representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.

16. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.

17. The City has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

Revised 03/2020
such non-violent civil rights demonstrations within its jurisdiction.

18. The City shall provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

i. The dangers of drug abuse in the workplace;

ii. The City's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph “a” of this Section 18.

d. Notifying the employee in the statement required by paragraph “a” of this Section 18 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:

i. Abide by the terms of the statement; and

ii. Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 18 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.

f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 18, with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the
Rehabilitation Act of 1973, as amended; or

ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 18.
IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Los Angeles County Development Authority, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By:  
Deputy County Counsel  

Date

COUNTY OF LOS ANGELES

By  
EMILIO SALAS  
Acting Executive Director  
Los Angeles County Development Authority

CITY OF ARCADIA

By  
MAYOR OR DESIGNEE

ATTEST:

City Clerk

By

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

APPROVED AS TO FORM:

By  
Deputy  

By  
City Attorney

Revised 03/2020
SUMMARY

The overall goal of the Community Development Block Grant ("CDBG") program is to provide assistance to low- and moderate-income families and individuals by enabling them to participate in various local community activities and to eliminate blighted or substandard housing conditions. The Los Angeles County Development Authority ("LACDA") has advised that the City of Arcadia will receive an estimated amount of $296,580 in CDBG funds for Fiscal Year 2020-21. Following City Council approval, the proposed project summaries and budgets must be submitted to the LACDA.

It is recommended that the City Council approve the projects set forth in this report for FY 2020-21, which include the Home Improvement Program, Congregate Meals for Seniors, the Information and Referral Services for older adults, and participation in the County’s Homeless Initiatives Program. A placeholder has also been added to potentially allocate funding as part of the San Gabriel Valley Regional Housing Trust, but this has not yet been authorized.

BACKGROUND

For over 40 years, the City has been a participant in the Los Angeles Urban County’s Community Development Block Grant Program. The CDBG funds come from the U.S. Department of Housing and Urban Development ("HUD") and are administered by the Los Angeles County Development Authority ("LACDA") for participating cities in the County, including Arcadia. Use of these funds is restricted in order to meet the objectives of assisting low- and moderate-income families, and improving disabled accessibility. Federal regulations allow for a 20% (increased from 15% for previous years) maximum of a grantee’s anticipated annual allocation ($59,316 for FY 2020-21) to be used for Public Service programs. The balance of the annual funds ($237,264)
must be directed towards projects that support and benefit low- and moderate-income families and individuals or the homeless.

**DISCUSSION**

The total estimated allocation for FY 2020-21 is $296,580. Additionally, there is an existing unspent balance of approximately $88,689 from previous fiscal years of which $18,572 is proposed to be utilized in FY 2020-21 for a total budget amount of $315,152. The use of these previously unallocated funds is to account for the increase in Public Service program funds, and to keep the remaining programs at their current, effective levels. It should be noted that the City has an existing project funded with unallocated funds to improve bus stops and transit infrastructure citywide. The following table is a summary of the funding for the current FY 2019-20 projects, and for the recommended projects and funding for FY 2020-21:

<table>
<thead>
<tr>
<th>Projects</th>
<th>Current FY 2019-20</th>
<th>Recommended FY 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Improvement Program</td>
<td>$235,836</td>
<td>$235,836</td>
</tr>
<tr>
<td>Homeless Initiatives Program</td>
<td>$40,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Public Service Projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Congregate Meals for Seniors</td>
<td>$28,604</td>
<td>$38,768</td>
</tr>
<tr>
<td>Info. &amp; Referral Services for Seniors</td>
<td>$19,566</td>
<td>$20,548</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$324,006</strong></td>
<td><strong>$315,152</strong></td>
</tr>
</tbody>
</table>

The proposed FY 2020-21 CDBG budget will fund the following program activities:

**Home Improvement Program**

Since 1974, the Home Improvement Program (“HIP”) has been comparatively the largest of the City’s CDBG programs; having provided assistance to more than 500 low- and moderate-income homeowners. Currently, the HIP provides a maximum grant of $20,000 ($15,000 for condominiums) to benefit income-qualified homeowners by providing needed home improvements and repairs such as painting, roofing, specific modifications for property owners with special needs, and energy-efficiency improvements. The HIP has proven to be a positive and successful program in improving and maintaining aging building stock throughout the City.

On average, approximately 12 income-qualified homeowners in Arcadia receive grants each year through this program. For the current fiscal year, the City is on pace to issue a total of 15 home improvement grants consisting of 12 grants of $15,000 to $20,000 for single-family homes and three grants of $10,000 to $15,000 for owner-occupied condominiums. The recommended level of funding for the Home Improvement Program for FY 2020-21 is $235,836. Of these funds, 20% ($47,167) is allowed to be used for administration of this program and will cover the cost of a consultant and staff time. It is
anticipated that this funding will allow the City to assist between 12 and 15 income-qualified homeowners during the next fiscal year.

Los Angeles County Homeless Initiatives

In Fiscal Year 2017-18, Los Angeles County offered participation in new programs designed to address the needs of the County’s homeless population. The use of CDBG funds by participating cities had previously been approved for two programs: Rapid Re-Housing Match and the Shelter Partnership. In Fiscal Year 2019-2020, a total of $40,000 was approved for these programs, divided evenly.

The City was recently informed that the $20,000 programmed for the Rapid Re-Housing Match was not funded in Fiscal Year 2019-20, as this program no longer exists. Therefore, LACDA applied it to the Shelter Partnership funding, for a total grant of $40,000. The Shelter Partnership is an agency that provides goods to over 240 shelters throughout Los Angeles County. The funds from the local jurisdictions are provided to nearby facilities. (See attached letter describing services and previous funding.)

Because there is only the one homeless initiative program now eligible to be funded through CDBG, it is recommended that $20,000 be allocated to the Shelter Partnership for Fiscal Year 2020-21. The City has recently received a grant for a local case worker to assist with homeless issues, and funding utilized through this channel will be more directly focused on local Arcadia needs.

Congregate Meals for Senior Citizens – (Public Service Project)

This Program is one of two public service projects funded for the current Fiscal Year, which cumulatively cannot exceed a total of 20% of the total annual CDBG allocation. This is an ongoing program that provides senior citizens with a nutrition program featuring mid-day hot meals, Monday through Friday, at the Community Center. It is anticipated that approximately 20,500 meals will be served during the next Fiscal Year. The recommended funding is $38,768, which is an increase of $10,164 from the current year, and includes the majority of the increased funding now permitted to be used for public service projects (increased from 15% to 20% for the 2020-21 Fiscal Year). The proposed funding level is approximately 13.1% of the total annual allocation for this important program.

<table>
<thead>
<tr>
<th>Approximately 20,500 Meals @ $4.25 each = $87,125/FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2019-20 CDBG Funding</td>
</tr>
<tr>
<td>FY 2019-20 General Fund Appropriation</td>
</tr>
<tr>
<td>FY 2020-21 Proposed CDBG Funding</td>
</tr>
<tr>
<td>FY 2020-21 Proposed General Fund Appropriation</td>
</tr>
</tbody>
</table>
The General Fund allocation will by mostly offset by revenues collected by participating seniors, who pay between $2 and $4 per meal, depending on their age.

Information and Referral Services for Senior Citizens – (Public Service Project)

The Information and Referral Services program provides senior citizens with information that is essential for maintaining independent and healthy lifestyles. Services include assistance with government benefits (e.g., Medicare/Medi-Cal and Social Security) housing assistance, transportation, legal assistance, in-home services, health services, and educational opportunities. With a proposed budget of $20,548 the current level of service can be maintained, which will serve approximately 700 clients during FY 2020-21. The proposed funding level is very similar to last year, and is 6.9% of the total annual allocation.

Planning summaries and budgets are due to the LACDA by February 3, 2020. In order to meet this deadline, the summaries were originally scheduled for the January 21, 2020, City Council meeting, However, due to a noticing error, the item had to be re-scheduled to February 4. The City advised the LACDA of the delay in submitting the projects and supporting documents, and has been informed there are no issues with this and that the City will not receive a delinquency notice from CDBG due to this slight delay.

Finally, although it is not shown in the table, the Development Services Department is working with the San Gabriel Valley Council of Governments (COG) in a new initiative called the San Gabriel Valley Regional Housing Trust Joint Powers Authority. An item to consider participation in this JPA is on the February 4, 2020, City Council Agenda. The JPA is designed to provide a coordinated regional entity dedicated to seeking funding and pursuing projects to locate and build housing in the San Gabriel Valley. Membership in this JPA is estimated to cost $15,000 annually. Currently, the COG is working with CDBG to determine whether participation in this regional effort could be funded with CDBG dollars. As these funds have not yet been authorized, they have not been included in the summary table above. However, should CDBG approve the uses of funds for this purpose, the Development Services Department would bring a modification of the summary table, and/or a request to use unallocated funds, back to the City Council for review.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.
FISCAL IMPACT

All CDBG funding comes from HUD. However, CDBG project appropriations are included in the operating budget, and are subject to City Council approval prior to the expenditures. As shown in the table above, with the increase in CDBG funding for Public Service Projects from 15% to 20%, the additional funding allows the service levels for Congregate Meals to increase by $10,164 thereby decreasing General Fund expenditures accordingly in Fiscal Year 2020-21.

RECOMMENDATION

It is recommended the City Council determines that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act (“CEQA”); approve the Statement of Objectives and Projects for use of Community Development Block Grant (“CDBG”) Funds for Fiscal Year 2020-21; and authorize and direct the City Manager to modify the project allocations should amendments become necessary, and execute a Memorandum of Understanding with the Los Angeles County Development Authority (“LACDA”).

Approved:

Dominic Lazzaretto
City Manager

Attachment: Letter from the Shelter Partnership on funding
DATE: May 19, 2020

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Laena Shakarian, Management Analyst

SUBJECT: RESOLUTION NO. 7311 RATIFYING AN EMERGENCY APPROPRIATION AND AMENDING THE FISCAL YEAR 2019-20 GENERAL FUND BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $20,000 TO PURCHASE EMERGENCY SUPPLIES FOR COVID-19 TRANSMISSION MITIGATION

Recommendation: Adopt

SUMMARY

The City of Arcadia continues to closely monitor the national outbreak of the novel coronavirus known as COVID-19. The City is in contact with our local and regional public health partners to ensure the City has best practices in place for the safety of employees as well as the general public. Supply chain disruptions occurring across multiple sectors of the economy, and in particular for goods that help in COVID-19 transmission mitigation efforts, remains an ongoing concern. The City of Arcadia has sufficient supplies to support current operations; however, as the City looks toward the relaxation of the County’s Safer at Home Order (“Order”) on May 15, 2020, additional supplies like hand sanitizer, washing stations, contact guards, social distancing decals, and other supplies are an urgent need to ensure that City facilities can safely open when the Order is modified.

Because the next City Council meeting is scheduled to occur after the Safer at Home Orders are relaxed, the City Manager, acting in his capacity as the Director of Emergency Services, authorized an emergency supplemental appropriation on May 12, 2020 to begin the acquisition of goods necessary to open City facilities safely. While this action is authorized per Resolution No. 7300, it requires City Council ratification within seven days. Therefore, it is recommended that the City Council adopt Resolution No. 7311 ratifying the emergency appropriation and amending the FY 2019-20 budget authorizing a supplemental budget appropriation in the amount of $20,000 from the General Fund for emergency supplies for COVID-19 transmission mitigation efforts.
BACKGROUND

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19. That same day, the Los Angeles County Board of Supervisors declared a local health emergency in response to the increased spread of COVID-19 across the County.

In response to the emerging public health concerns regarding COVID-19, out of an abundance of caution, on March 9, 2020, the City of Arcadia suspended all large scale public events featuring a high concentration of older adults in order to help slow the transmission of the COVID-19 until further notice. This action was undertaken in response to additional guidance received from the California Department of Public Health (“CDPH”). The suspension included all City-sponsored events with an expected attendance of over 100 persons featuring attendees who are mostly age 55 and over.

In response to additional guidance received by federal, state, and local public health officials, beginning on March 13, 2020, the City of Arcadia closed the Arcadia Community Center and the Arcadia Public Library to the public and non-essential personnel. In addition, Arcadia City Hall was closed to the public beginning March 16, 2020, until further notice as part of the City’s COVID-19 transmission mitigation efforts.

Furthermore, on March 17, 2020, the Arcadia City Council unanimously ratified a Declaration of Local Emergency issued by City Manager Dominic Lazzaretto on March 16, 2020, paving the way for the City to enact emergency provisions designed to protect the community from further COVID-19 transmission, in addition to making the City eligible for reimbursement for COVID-19 transmission mitigation expenses.

DISCUSSION

The Declaration of Local Emergency (Resolution No. 7300) ratified by the City Council on March 17, 2020, provides the City Manager, as the Director of Emergency Services, the ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by state and federal governments that are critically necessary to the City’s response to COVID-19. Recent supply chain issues from the global impact of COVID-19 have heightened concerns that goods may not be available for supply when they are in critical need. Given the widespread concerns of COVID-19, many supplies are already under low supply or out of stock, with delayed delivery times. Therefore, it was important to acquire scarce supplies immediately so they can be readily available later when they would be even more difficult to obtain.

On May 8, 2020, the County of Los Angeles began to ease the Safer at Home Order restrictions, and both the Governor and County Public Health Officials have indicated
that further relaxation of the Order may occur on May 15, 2020. As we expect to transition to Phase 2 of the County’s Roadmap to Recovery, it is anticipated that City facilities will begin to reopen to limited public access. The City is still assessing a comprehensive plan to open facilities safely, and in anticipation of that effort additional resource needs were identified to ensure the safety of City employees and the public to reduce the transmission of COVID-19. On May 12, 2020, the City Manager in his capacity as the Director of Emergency Services authorized an emergency supplemental budget appropriation in the amount of $20,000 to provide for resources needed by City Departments to continue the City’s coordinated response to COVID-19 and prepare for the reopening of City facilities. The recommended action by the City Council would ratify this appropriation.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

At this time, the request is for $20,000, which would allow the City to purchase specific items in demand now as well as to have a budget to quickly address needs as they arise. There are sufficient funds available in the General Fund for this purpose.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7311 ratifying an emergency appropriation and amending the Fiscal Year 2019-20 General Fund Budget authorizing a supplemental budget appropriation in the amount of $20,000 to purchase emergency supplies for COVID-19 transmission mitigation.

Approved:

Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7311
RESOLUTION NO. 7311

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, RATIFYING AN EMERGENCY APPROPRIATION AND AMENDING THE FISCAL YEAR 2019-20 GENERAL FUND BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $20,000 TO PURCHASE EMERGENCY SUPPLIES FOR COVID-19 TRANSMISSION MITIGATION

WHEREAS, the Novel Coronavirus (COVID-19) has infected over 4,000,000 persons and killed over 285,000 persons worldwide; and

WHEREAS, On March 4, 2020, the Health Officer of Los Angeles County determined that there was an imminent and proximate threat to the public health from the introduction of COVID-19 in Los Angeles County and declared a Local Health Emergency and the Los Angeles County Board of Supervisors concurrently proclaimed the existence of a local emergency for the County of Los Angeles; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple State agencies and departments, and help the State prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continued spread and the effects of COVID-19; and

WHEREAS, on March 17, 2020, the City Council of the City of Arcadia ("City Council") adopted Resolution 7300, ratifying the City Manager’s proclamation of a local emergency and declaring a local emergency; and

WHEREAS, the City Manager, acting as the Director of Emergency Services, is thereby authorized to furnish information, to promulgate orders and regulations necessary to provide for the protection of life and property pursuant to California Government Code
Section 8634, to enter into agreements and to take all actions necessary to obtain State emergency assistance to implement preventive measures to protect and preserve the residents of the City within the scope of the local emergency hereby declared; and

WHEREAS, on May 12, 2020, the City Manager in his capacity as the Director of Emergency Services authorized an emergency supplemental budget appropriation in the amount of $20,000 to provide additional funding for resources needed by City Departments to continue the City’s coordinated response to COVID-19 and prepare for the reopening of City facilities; and

WHEREAS, the City Manager has certified that there are available funds in the General Fund’s Operating Fund for appropriation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The above described action undertaken by the City Manager in his capacity as the Director of Emergency Services is necessary and appropriate to advance the public health of the City of Arcadia.

SECTION 2. The emergency appropriation in the sum of Twenty Thousand Dollars ($20,000) issued by the City Manager is hereby ratified by the City Council and appropriated in the General Fund’s Operating Fund for the foregoing purpose.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON NEXT PAGE]
Passed, approved and adopted this 19th day of May, 2020.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen P. Deitsch
City Attorney
DATE: May 19, 2020

TO: Honorable Mayor and Successor Agency Members

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Hue Quach, Administrative Services Director

SUBJECT: SUCCESSOR AGENCY RESOLUTION NO. SA-18 AUTHORIZING THE ISSUANCE AND SALE OF TAX ALLOCATION REFUNDING BONDS AND APPROVING THE FORM OF AN INDENTURE OF TRUST, AN ESCROW AGREEMENT (2001A BONDS), AND AN ESCROW AGREEMENT (2010 BONDS), AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Recommendation: Adopt

SUMMARY

The Arcadia Redevelopment Agency (the “Original Agency”) issued $11.655 million of Tax Allocation Bonds for the Central Redevelopment Project in 2001 (the “2001A Bonds”), of which $2.1 million remains outstanding. The outstanding 2001 Bonds have 3 years remaining until final maturity (May 2023), and carry a 5.125% interest rate coupon. Subsequently, the Arcadia Redevelopment Agency issued $19.8 million of Taxable Subordinate Tax Allocation Bonds for the Central Redevelopment Project in 2010 (the “2010 Taxable Bonds”), of which $12.0 million remains outstanding, and which will be further reduced to $10.9 million after the next principal payment on September 1, 2020. The 2010 Bonds have 6 years remaining until final maturity (September 2026), and carry coupons ranging from 5.875% to 6.625%. The 2001A Bonds and 2010 Taxable Bonds, are called collectively the “Bonds.”

Due to the dissolution of redevelopment agencies, the Successor Agency to the City of Arcadia (the “Successor Agency”) now has responsibility for payment of all outstanding Bonds. Per AB 1484, the Successor Agency may refund the Bonds, with approval of the Los Angeles County Consolidated Oversight Board for District #5 (“Oversight Board”), and the State Department of Finance (“DOF”), for the purpose of generating a debt service savings.

Due to the size and term of the issue, the refunding bonds are expected to be sold via private placement (as opposed to a traditional public sale), in order to minimize the
overall cost of borrowing. The private placement bank will be selected via a limited solicitation process, once the bond sale has been approved by the Oversight Board (i.e., during the 60-day DOF approval period).

Based on recent market interest rates, the refunding could generate up-front cash flow debt service savings of approximately $4.77 million. The City’s share of these savings is approximately $498,000 over the first three years. Due to the nature of redevelopment tax increment financing, other public entities receiving property taxes in the County will also benefit from the savings. The City anticipates applying the additional property tax revenues to be received as a result of the proposed refunding toward the City’s CalPERS Unfunded Accrued Liability (“UAL”), resulting in the elimination of $1.0 million in total UAL payments to CalPERS.

It is recommended that the Successor Agency approve Resolution No. SA-18, the issuance and sale of the refunding bonds, and approve Urban Futures, Inc. to serve as the Municipal Advisor and Stradling Yocca Carlson & Rauth, to serve as bond counsel on the transaction.

BACKGROUND

Along with City Staff, the Citizen’s Financial Advisory Committee (“CFAC”) spent significant time developing a comprehensive management plan to address the City’s $154 million (July 2019 Valuation Report) unfunded accrued liability (“UAL”) with CalPERS. The City developed a long-term plan that included multiple solutions, including a leveraged refunding of the Successor Agency’s Bonds.

A leveraged refunding structures a bond refinancing with “up front” savings in the initial years. The City’s share of the cash flow savings produced by refunding the Bonds will be transferred to CalPERS as a form of pre-payment of the City’s UAL (i.e., Additional Discretionary Payment or ADP). The monies are applied to the longest outstanding Amortization Base, which results in the greatest savings. The refunding bonds will be structured with “up front” savings, resulting in $4.8 million in cash flow savings over the first three years.

The City only receives a portion of the Redevelopment Property Tax Trust Fund (“RPTTF”) monies produced as a result of the dissolution of the Original Agency. Due to the nature of redevelopment tax increment financing, other public entities receiving property taxes in the County will also benefit from the savings. The City’s share of residual RPTTF moneys is equal to 10.44%. Based on recent market conditions, the City’s share of the estimated cash flow savings produced by refunding the Bonds is approximately $498,000 over the first three years.
DISCUSSION

The concept of a Leveraged Refunding is to recycle the savings generated from a traditional bond financing. As a taxing entity receiving property tax revenues from the Original Agency’s Central Redevelopment Project Area, the City will receive a portion of the savings produced by the proposed refunding of the Bonds. These savings serve as an additional source of monies to apply toward the City’s UAL. The City could retain such monies in a pension stabilization fund to help offset future cost increase in CalPERS contribution. The effectiveness of this strategy would depend on the investment rate.

In order to maximize the impact of these monies, it is recommended to use the money received by the City from the RPTTF as a result of the Bond refunding to pre-pay a portion of its UAL, which would effectively eliminate a 7.0% liability to CalPERS. CalPERS requires that each agency identify the Amortization Base to which the ADP should be applied. In order to maximize total savings, these monies should be applied to the Amortization Base with the longest term.

In order to maximize the total UAL cost savings, the savings from the bonds should be applied to the City’s CalPERS Pension Safety Plan, amortization schedule base #15. The amortization schedule base is an annual adjustment to the annual losses or gains that deviated from CalPERS’ projected investment returns. Amortization schedule base #15 is a liability adjustment that has the longest remaining period, 28 years, and therefore would provide the greatest savings. Applying $498,000 in savings produced by the Bond refunding (over the next three years) would result in the elimination of more than $1.0 million in total UAL payments.

In terms of timing and process, Successor Agencies wishing to refinance outstanding debt are subject to procedures set forth in the Redevelopment Dissolution Act. The first step in the process is approval by the Successor Agency of a resolution approving the proposed financing, including approval of the Indenture and other legal documents, approval of the issuance and sale of the refunding bonds, and appointment of the financing team. The Successor Agency’s action approving the issuance of refunding bonds is subject to approval by the Oversight Board and the DOF. The Department of Finance has up to 65 days to review the proposed refunding transaction. The anticipated schedule of these activities is set forth below.

1. Successor Agency Approval – May 19th
2. Oversight Board Approval (5th District) – June 11th
3. Department of Finance Approval – 65 days after Oversight Board Approval

Once the Successor Agency receives final approval from the DOF, the interest rate on the refunding bonds will be set with the private placement bank so the loan can close. It is recommended that the City proceed with this effort at this time. Although this action does not result in the level of savings anticipated by other recommended actions from the CFAC, the timing is favorable for it to move forward.
ENVIRONMENTAL ANALYSIS

The proposed actions do not constitute a project under the California Environmental Quality Act ("CEQA") per Section 15061(b)(3) of the CEQA Guidelines, and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt from CEQA.

FISCAL IMPACT

The projected savings from the sale of refunding the Bonds is estimated to be $4.77 million in debt service savings over the next three years. The City's share of these up-front savings would be approximately $498,000. If the monies were applied to the Safety Plan amortization schedule base #15, the City would realize more than $1.0 million in total pension cost savings.

The cost of issuance associated with this refinancing would be paid from the proceeds of the sale; payment of these costs is contingent upon the sale of the refunding bonds. Urban Futures Inc. will receive a fee of $32,500 to serve as the municipal advisor on the transaction and $7,500 to produce the Fiscal Consultant Report. Stradling, Yocca Carlson & Rauth will receive a fee of $55,000 to serve as bond counsel.

The total cost of borrowing is expected to be lower using a private placement than a tradition public offering. It is anticipated that the cost of issuance to be approximately $125,000 under a private placement, as compared to $150,000 for a public offering.

RECOMMENDATION

It is recommended that the City Council, as the Successor Agency to the Arcadia Redevelopment Agency adopt Successor Agency Resolution No. SA-18, authorizing the issuance and sale of Tax Allocation Refunding Bonds and approving the form of an indenture of trust, an escrow agreement (2001A Bonds), and escrow agreement (2010 Bonds), and authorizing certain other actions in connection therewith.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Successor Agency Resolution No. SA-18
Attachment No. 2: Indenture of Trust
Attachment No. 3: Escrow Agreement- 2001A Bonds
Attachment No. 4: Escrow Agreement – 2010 Bonds
Attachment No. 1

Successor Agency Resolution No. SA-18
RESOLUTION NO. SA - 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AS SUCCESSOR AGENCY TO THE ARCADIA REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE AND SALE OF TAX ALLOCATION REFUNDING BONDS AND APPROVING THE FORM OF AN INDENTURE OF TRUST, AN ESCROW AGREEMENT (2001A BONDS), AND AN ESCROW AGREEMENT (2010 BONDS), AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Arcadia Redevelopment Agency (the “Former Agency”) was a public body, corporate and politic, duly created, established and authorized to transact business and exercise its powers under and pursuant to the provisions of the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California), and the powers of the Former Agency included the power to issue bonds for any of its corporate purposes; and

WHEREAS, a Redevelopment Plan for a redevelopment project known and designated as the “Central Redevelopment Project” was adopted and approved by Ordinance No. 1490 of the City of Arcadia on December 26, 1973, as amended to date, and all requirements of law for and precedent to the adoption and approval of the Redevelopment Plan, as amended, have been duly complied with; and

WHEREAS, the Former Agency previously issued its Arcadia Redevelopment Agency Tax Allocation Bonds (Central Redevelopment Project) Series 2001A, in the original aggregate principal amount of $11,655,000 (the “2001A Bonds”); and

WHEREAS, the Former Agency previously issued its Arcadia Redevelopment Agency Central Redevelopment Project Subordinate Tax Allocation Bonds, Series 2010 (Taxable), in the original aggregate principal amount of $19,830,000 (the “2010 Bonds” and, together with the 2001A Bonds, the “Refunded Bonds”); and
WHEREAS, on June 28, 2011, the California Legislature adopted ABx1 26 (the “Dissolution Act”) and ABx1 27 (the “Opt-in Bill”); and

WHEREAS, the California Supreme Court subsequently upheld the provisions of the Dissolution Act and invalidated the Opt-in Bill, resulting in the dissolution of the Former Agency as of February 1, 2012; and

WHEREAS, the Former Agency, including its redevelopment powers, assets and obligations, was transferred on February 1, 2012 to the Successor Agency to the Arcadia Redevelopment Agency (the “Successor Agency”); and

WHEREAS, on or about June 27, 2012, AB1484 was adopted as a trailer bill in connection with the State of California Fiscal Year 2012-13 budget; and

WHEREAS, AB1484 specifically authorizes the issuance of refunding bonds by the Successor Agency to refund the bonds or other indebtedness of the Former Agency in order to provide savings to the Successor Agency, provided that: (A) the total interest cost to maturity on the refunding bonds plus the principal amount of the refunding bonds shall not exceed the total remaining interest cost to maturity on the bonds to be refunded plus the remaining principal of the bonds to be refunded; and (B) the principal amount of the refunding bonds shall not exceed the amount required to defease the refunded bonds, to establish customary debt service reserves and to pay related costs of issuance; and

WHEREAS, for the corporate purposes of the Successor Agency, the Successor Agency desires to issue at this time tax allocation refunding bonds (the “2020 Bonds”), in an aggregate principal amount that is sufficient to refund all or a portion of the Refunded Bonds, and to irrevocably set aside a portion of the proceeds of such 2020
Bonds in a separate segregated trust fund which will be used to refund the outstanding Refunded Bonds being refunded, to pay costs in connection with the issuance of the 2020 Bonds and to make certain other deposits as required by the Indenture (as defined below); and

WHEREAS, the 2020 Bonds shall be secured by a pledge of property tax revenues authorized by California Health and Safety Code Section 34177.5(a) and (g), pursuant to the provisions of Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code; and

WHEREAS, Section 34179(j) of the Health and Safety Code provides for the appointment of a countywide oversight board (the “Oversight Board”) with specific duties to approve certain Successor Agency actions pursuant to Section 34180 of the Health and Safety Code and to direct the Successor Agency in certain other actions pursuant to Section 34181 of the Health and Safety Code; and

WHEREAS, in compliance with California Government Code Section 5852.1, the Board has obtained from Urban Futures, Inc., the Successor Agency’s Municipal Advisor, the required good faith estimates and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, the Successor Agency wishes at this time to approve matters and documents relating to the issuance and sale of the 2020 Bonds and the refunding of the Refunded Bonds;

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE ARCADIA REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:
SECTION 1. Issuance of 2020 Bonds. Subject to the provisions of the Indenture referred to in Section 2, the issuance of the 2020 Bonds in an aggregate principal amount that is sufficient to redeem and defease all or a portion of the Refunded Bonds for the purpose of achieving debt service savings in accordance with Health & Safety Code Section 34177.5(a)(1) and the pledge of property tax revenues to the 2020 Bonds pursuant to the Indenture (as authorized by California Health and Safety Code Section 34177.5(a) and (g)) is hereby approved on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture. The 2020 Bonds will be dated, will bear interest at the rates, will mature on the dates, will be issued in the form, will be subject to redemption and will be as otherwise provided in the Indenture, as the same will be completed as provided in this Resolution. The proceeds of the sale of the 2020 Bonds shall be applied as provided in the Indenture. The 2020 Bonds may be issued as a single issue, or from time to time in separate series, on a taxable or tax-exempt basis, as the Successor Agency shall determine.

The 2020 Bonds may be sold by competitive public sale, negotiated public sale or private sale, as determined by the Successor Agency to be in the best interests of the Successor Agency and affected taxing agencies at the time of sale; provided that if the 2020 Bonds are sold through a public sale, the substantially final form of the preliminary Official Statement for the 2020 Bonds will be submitted to the Successor Agency Board prior to delivery of such preliminary Official Statement to any potential investors in the 2020 Bonds. The approval of the issuance of the 2020 Bonds by the Successor Agency and the Oversight Board shall constitute the approval of each and every separate series
of 2020 Bonds, without the need for any further approval from the Successor Agency or the Oversight Board.

SECTION 2. Indenture. The Indenture of Trust, in substantially the form submitted at this meeting and made a part hereof as though set forth in full herein (the “Indenture”), is hereby approved. The Chair of the Successor Agency, the Executive Director of the Successor Agency or the Administrative Services Director of the Successor Agency or their respective written designees (collectively, the “Authorized Officers”) are (and each of them is) hereby authorized and directed to execute and deliver the Indenture in the form presented at this meeting with such changes, insertions and omissions, including changes to reflect the tax status of the 2020 Bonds upon the sale thereof, as may be requested by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel (“Bond Counsel”), and approved by an Authorized Officer, said execution being conclusive evidence of such approval.

SECTION 3. Escrow Agreements. The Escrow Agreement (2001A Bonds) and the Escrow Agreement (2010 Bonds), in substantially the forms submitted at this meeting and made a part hereof as though set forth in full herein (collectively, the “Escrow Agreements”), are hereby approved. The Authorized Officers are (and each of them is) hereby authorized and directed to execute and deliver the Escrow Agreements in the form presented at this meeting with such changes, insertions and omissions as may be requested by Bond Counsel and approved by an Authorized Officer, said execution being conclusive evidence of such approval.

SECTION 4. Term Sheet. The Authorized Officers are (and each of them is) hereby authorized and directed to negotiate the terms of sale which shall govern the
sale of the 2020 Bonds by private placement to a bank selected by such Authorized Officers (the “Bank”). In the event that the Successor Agency determines that it is in the best interests of the Successor Agency and affected taxing agencies to effect a private sale of the 2020 Bonds, the Authorized Officers are (and each of them is) further authorized and directed to execute and deliver a term sheet with the Bank reflecting such terms of sale (the “Term Sheet”); provided that the terms of such Term Sheet shall comply with the requirements of this Resolution and Health and Safety Code Section 34177.5.

SECTION 5. Placement Agent Agreement. The Authorized Officers are (and each of them is) hereby authorized and directed to select a firm to serve as placement agent (the “Placement Agent”) in connection with the selection of the Bank, negotiation of the Term Sheet, and structure of the 2020 Bonds. The Authorized Officers are (and each of them is) hereby authorized and directed to negotiate the terms of an agreement with the selected Placement Agent (the “Placement Agent Agreement”) which shall govern the Placement Agent’s representation of the Successor Agency in connection with a private sale of the 2020 Bonds. In the event that the Successor Agency determines that it is in the best interests of the Successor Agency and affected taxing agencies to effect a private sale of the 2020 Bonds, the Authorized Officers are (and each of them is) further authorized and directed to execute and deliver the Placement Agent Agreement with such terms as may be recommended by Bond Counsel and approved by an Authorized Officer, said execution being conclusive evidence of such approval. The fee to be paid to the Placement Agent shall be subject to approval by the Authorized Officer executing the Placement Agent Agreement.
SECTION 6. Appointment of Professionals. Stradling Yocca Carlson & Rauth, a Professional Corporation, is hereby approved and appointed as Bond Counsel and (if the 2020 Bonds will be sold by public sale) as Disclosure Counsel, Urban Futures, Inc., is hereby appointed as Municipal Advisor and Fiscal Consultant, and The Bank of New York Mellon Trust Company, N.A. is hereby appointed as Trustee, each to provide such services to the Successor Agency and any other related services as may be required to redeem and defease the Refunded Bonds. The Authorized Officers are (and each of them is) hereby authorized to enter into contracts with each of the foregoing professionals appointed by this Resolution for the provision of such services to the Successor Agency.

SECTION 7. Other Actions. The Authorized Officers, the Secretary of the Successor Agency and any other proper officer of the Successor Agency, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments, relating to the issuance of the 2020 Bonds and the refunding and defeasance of the Refunded Bonds, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Indenture, including, as necessary, execute and deliver amendments to the indentures pursuant to which the Refunded Bonds were issued, negotiate and enter into agreements relating to bond insurance and/or a reserve surety bond, the preparation of a notice of sale in connection with a competitive public sale, a bond purchase contract in connection with a negotiated public sale, a rate lock agreement and/or a private placement memorandum in connection with a private sale, an official statement, continuing disclosure certificate, escrow or redemption instructions
for the Refunded Bonds, requests for subordination of pass-through payments to affected taxing entities and related subordination agreements, and any additional agreements as may be required to carry out the purposes hereof.

SECTION 8. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 9. Effective Date. This Resolution shall take effect from and after the effective date of its passage and adoption.

Passed, approved and adopted this 19th day of May, 2020.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen P. Deitsch
City Attorney
I, GENE GLASCO, City Clerk of the City of Arcadia, hereby certifies that the forgoing Successor Agency Resolution No. SA-18 was passed and adopted by the City Council of the City of Arcadia as the Successor Agency to the Arcadia Redevelopment Agency, signed by the Mayor and attested to by the City Clerk at a regular meeting of said City Council held on the 19th day of May, 2020 and that said Successor Agency Resolution was adopted by the following vote, to wit:

AYES:

NOES:

ABSENT:

__________________________________________
City Clerk of the City of Arcadia
EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Agency by Urban Futures, Inc. as municipal advisor to the Agency (the “Municipal Advisor”), each with respect to the Bonds.

Principal Amount. The Municipal Advisor has informed the Agency that, based on the Agency’s financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $10,325,000 (the “Estimated Principal Amount”).

True Interest Cost of the Bonds. The Municipal Advisor has informed the Agency that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 2.25%.

Finance Charge of the Bonds. The Municipal Advisor has informed the Agency that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $125,000.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Agency that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Agency for sale of the Bonds, less the finance charge of the Bonds, as estimated above, is $10,200,000.

Total Payment Amount. The Municipal Advisor has informed the Agency that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Agency will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $11,338,400.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the Agency’s financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the Agency based on the timing of the need for proceeds of the Bonds and other
factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Agency.
Attachment No. 2

Indenture of Trust
INDENTURE OF TRUST

Dated as of _____ 1, 2020

by and between the

SUCCESSOR AGENCY TO THE ARCADIA
REDEVELOPMENT AGENCY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Relating to

$_____
Successor Agency to the Arcadia Redevelopment Agency
Central Redevelopment Project
Tax Allocation Refunding Bonds, Series 2020A (Federally Taxable)
# TABLE OF CONTENTS

## ARTICLE I
DETERMINATIONS; DEFINITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Findings and Determinations</td>
<td>2</td>
</tr>
<tr>
<td>1.02</td>
<td>Definitions</td>
<td>2</td>
</tr>
<tr>
<td>1.03</td>
<td>Rules of Construction</td>
<td>10</td>
</tr>
</tbody>
</table>

## ARTICLE II
AUTHORIZATION AND TERMS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Authorization of 2020 Bonds</td>
<td>10</td>
</tr>
<tr>
<td>2.02</td>
<td>Terms of 2020 Bonds</td>
<td>11</td>
</tr>
<tr>
<td>2.03</td>
<td>Redemption of 2020 Bonds</td>
<td>12</td>
</tr>
<tr>
<td>2.04</td>
<td>Form of 2020 Bonds</td>
<td>13</td>
</tr>
<tr>
<td>2.05</td>
<td>Execution of Bonds</td>
<td>13</td>
</tr>
<tr>
<td>2.06</td>
<td>Transfer of Bonds</td>
<td>14</td>
</tr>
<tr>
<td>2.07</td>
<td>Exchange of Bonds</td>
<td>14</td>
</tr>
<tr>
<td>2.08</td>
<td>Registration of Bonds</td>
<td>15</td>
</tr>
<tr>
<td>2.09</td>
<td>Bonds Mutilated, Lost, Destroyed or Stolen</td>
<td>15</td>
</tr>
<tr>
<td>2.10</td>
<td>Book-Entry System</td>
<td>15</td>
</tr>
<tr>
<td>2.11</td>
<td>[Applicability of Provisions to Additional Bonds]</td>
<td>17</td>
</tr>
</tbody>
</table>

## ARTICLE III
DEPOSIT AND APPLICATION; ADDITIONAL DEBT

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>Issuance of Bonds</td>
<td>17</td>
</tr>
<tr>
<td>3.02</td>
<td>Application of Proceeds of Sale and Certain Other Amounts</td>
<td>17</td>
</tr>
<tr>
<td>3.03</td>
<td>Costs of Issuance Fund</td>
<td>17</td>
</tr>
<tr>
<td>3.04</td>
<td>Issuance of Parity Debt</td>
<td>17</td>
</tr>
<tr>
<td>3.05</td>
<td>Issuance of Subordinate Debt</td>
<td>18</td>
</tr>
</tbody>
</table>

## ARTICLE IV
SECURITY OF BONDS; FLOW OF FUNDS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01</td>
<td>Security of Bonds; Equal Security</td>
<td>18</td>
</tr>
<tr>
<td>4.02</td>
<td>Redevelopment Obligation Retirement Fund; Special Fund; Deposit of</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>Pledged Tax Revenues</td>
<td></td>
</tr>
<tr>
<td>4.03</td>
<td>Deposit of Amounts by Trustee</td>
<td>19</td>
</tr>
</tbody>
</table>

## ARTICLE V
OTHER COVENANTS OF THE SUCCESSOR AGENCY

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>Punctual Payment</td>
<td>20</td>
</tr>
<tr>
<td>5.02</td>
<td>Limitation on Additional Indebtedness; Against Encumbrances</td>
<td>20</td>
</tr>
<tr>
<td>5.03</td>
<td>Extension of Payment</td>
<td>21</td>
</tr>
<tr>
<td>5.04</td>
<td>Payment of Claims</td>
<td>21</td>
</tr>
<tr>
<td>5.05</td>
<td>Books and Accounts; Financial Statements</td>
<td>21</td>
</tr>
<tr>
<td>5.06</td>
<td>Protection of Security and Rights of Owners</td>
<td>21</td>
</tr>
<tr>
<td>5.07</td>
<td>Payments of Taxes and Other Charges</td>
<td>21</td>
</tr>
<tr>
<td>5.08</td>
<td>Taxation of Leased Property</td>
<td>22</td>
</tr>
<tr>
<td>5.09</td>
<td>Disposition of Property</td>
<td>22</td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS (continued)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.10</td>
<td>Maintenance of Pledged Tax Revenues</td>
<td>22</td>
</tr>
<tr>
<td>5.11</td>
<td>Compliance with the Dissolution Act</td>
<td>22</td>
</tr>
<tr>
<td>5.12</td>
<td>Further Assurances</td>
<td>23</td>
</tr>
<tr>
<td>5.13</td>
<td>Costs and Expenses</td>
<td>23</td>
</tr>
<tr>
<td>6.01</td>
<td>Duties, Immunities and Liabilities of Trustee</td>
<td>23</td>
</tr>
<tr>
<td>6.02</td>
<td>Merger or Consolidation</td>
<td>25</td>
</tr>
<tr>
<td>6.03</td>
<td>Liability of Trustee</td>
<td>25</td>
</tr>
<tr>
<td>6.04</td>
<td>Right to Rely on Documents and Opinions</td>
<td>27</td>
</tr>
<tr>
<td>6.05</td>
<td>Preservation and Inspection of Documents</td>
<td>28</td>
</tr>
<tr>
<td>6.06</td>
<td>Compensation and Indemnification</td>
<td>28</td>
</tr>
<tr>
<td>6.07</td>
<td>Deposit and Investment of Moneys in Funds</td>
<td>28</td>
</tr>
<tr>
<td>6.08</td>
<td>Accounting Records and Financial Statements</td>
<td>29</td>
</tr>
<tr>
<td>6.09</td>
<td>Other Transactions with Agency</td>
<td>29</td>
</tr>
<tr>
<td>7.01</td>
<td>Amendment With and Without Consent of Owners</td>
<td>30</td>
</tr>
<tr>
<td>7.02</td>
<td>Effect of Supplemental Indenture</td>
<td>30</td>
</tr>
<tr>
<td>7.03</td>
<td>Endorsement or Replacement of Bonds After Amendment</td>
<td>31</td>
</tr>
<tr>
<td>7.04</td>
<td>Amendment by Mutual Consent</td>
<td>31</td>
</tr>
<tr>
<td>7.05</td>
<td>Opinion of Counsel</td>
<td>31</td>
</tr>
<tr>
<td>7.06</td>
<td>Copy of Supplemental Indenture to S&amp;P and Moody’s</td>
<td>31</td>
</tr>
<tr>
<td>8.01</td>
<td>Events of Default and Acceleration of Maturities</td>
<td>31</td>
</tr>
<tr>
<td>8.02</td>
<td>Application of Funds Upon Acceleration</td>
<td>33</td>
</tr>
<tr>
<td>8.03</td>
<td>Power of Trustee to Control Proceedings</td>
<td>33</td>
</tr>
<tr>
<td>8.04</td>
<td>Limitation on Owner’s Right to Sue</td>
<td>33</td>
</tr>
<tr>
<td>8.05</td>
<td>Non-Waiver</td>
<td>34</td>
</tr>
<tr>
<td>8.06</td>
<td>Actions by Trustee as Attorney-in-Fact</td>
<td>34</td>
</tr>
<tr>
<td>8.07</td>
<td>Remedies Not Exclusive</td>
<td>35</td>
</tr>
<tr>
<td>8.08</td>
<td>Determination of Percentage of Bondowners</td>
<td>35</td>
</tr>
<tr>
<td>9.01</td>
<td>Special Obligations</td>
<td>35</td>
</tr>
<tr>
<td>9.02</td>
<td>Benefits Limited to Parties</td>
<td>35</td>
</tr>
<tr>
<td>9.03</td>
<td>Successor is Deemed Included in All References to Predecessor</td>
<td>35</td>
</tr>
<tr>
<td>9.04</td>
<td>Discharge of Indenture</td>
<td>35</td>
</tr>
<tr>
<td>9.05</td>
<td>Execution of Documents and Proof of Ownership by Owners</td>
<td>36</td>
</tr>
<tr>
<td>9.06</td>
<td>Disqualified Bonds</td>
<td>37</td>
</tr>
<tr>
<td>Section 9.07</td>
<td>Waiver of Personal Liability</td>
<td>37</td>
</tr>
<tr>
<td>Section 9.08</td>
<td>Destruction of Cancelled Bonds</td>
<td>37</td>
</tr>
<tr>
<td>Section 9.09</td>
<td>Notices</td>
<td>37</td>
</tr>
<tr>
<td>Section 9.10</td>
<td>Partial Invalidity</td>
<td>38</td>
</tr>
<tr>
<td>Section 9.11</td>
<td>Unclaimed Moneys</td>
<td>38</td>
</tr>
<tr>
<td>Section 9.12</td>
<td>Execution in Counterparts</td>
<td>38</td>
</tr>
<tr>
<td>Section 9.13</td>
<td>Governing Law</td>
<td>38</td>
</tr>
<tr>
<td>EXHIBIT A</td>
<td>FORM OF SERIES 2020A BOND</td>
<td>A-1</td>
</tr>
<tr>
<td>EXHIBIT B</td>
<td>FORM OF INVESTOR LETTER</td>
<td>B-1</td>
</tr>
</tbody>
</table>
INDENTURE OF TRUST

THE INDENTURE OF TRUST (this “Indenture”) is made and entered into and dated as of _____ 1, 2020, by and between the SUCCESSOR AGENCY TO THE ARCADIA REDEVELOPMENT AGENCY, a public entity that is duly existing under the laws of the State of California (the “Successor Agency”), as successor to the Arcadia Redevelopment Agency (the “Former Agency”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

RECITALS

A. The Former Agency was a public body, corporate and politic, that was duly established and authorized to transact business and exercise powers under and pursuant to the provisions of Part 1 of Division 24 of the Health and Safety Code of the State (collectively, as amended, the “Law”), including the power to issue bonds and incur debt for any of its corporate purposes.

B. A Redevelopment Plan for a redevelopment project known and designated as the “Central Redevelopment Project” was adopted and approved by Ordinance No. 1490 of the City of Arcadia on December 26, 1973, as amended to date, and all requirements of law for and precedent to the adoption and approval of the Redevelopment Plan, as amended, have been duly complied with.

C. In order to finance and refinance redevelopment activities within or of benefit to the Redevelopment Project, the Former Agency issued its: (i) Arcadia Redevelopment Agency Tax Allocation Bonds (Central Redevelopment Project) Series 2001A (the “2001A Bonds”), in the original aggregate principal amount of $11,655,000; and (ii) Arcadia Redevelopment Agency Central Redevelopment Project Subordinate Tax Allocation Bonds Series 2010 (Taxable) (the “2010 Bonds” and, together with the 2001A Bonds, the “Refunded Bonds”), in the original aggregate principal amount of $19,830,000.

D. By implementation of California Assembly Bill X1 26, which amended provisions of the Law, and the California Supreme Court’s decision in California Redevelopment Association v. Matosantos, the redevelopment components of the Former Agency were dissolved on February 1, 2012 in accordance with California Assembly Bill X1 26, which was signed into law by the Governor of the State on June 28, 2011 (as amended, the “Dissolution Act”), and on February 1, 2012, the Successor Agency, pursuant to the Dissolution Act, assumed the non-housing redevelopment duties and obligations of the Former Agency as provided in the Dissolution Act, including, without limitation, the obligations of the Former Agency under the Refunded Bonds and the related documents to which the Former Agency was a party.

E. Subsection (a)(1) of Section 34177.5 of the Health and Safety Code of the State (“Section 34177.5”) authorizes the Successor Agency to undertake proceedings for the refunding of outstanding redevelopment-related bonds and other obligations of the Former Agency, subject to the conditions precedent contained in Section 34177.5.

F. Section 34177.5 also authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the
Government Code (the “Refunding Law”) for the purpose of achieving debt service savings within the parameters set forth in Section 34177.5.

G. In order to provide moneys to refund the Refunded Bonds for the purpose of providing debt service savings in accordance with Subsection (a)(1) of Section 34177.5, the Successor Agency has determined to issue its Central Redevelopment Project Tax Allocation Refunding Bonds, Series 2020A (Federally Taxable) (the “2020 Bonds”).

H. The 2020 Bonds will be issued pursuant to and in accordance with the provisions of Subsection (a)(1) of Section 34177.5(a)(1), the Law and the Refunding Law.

I. In order to provide for the authentication and delivery of the 2020 Bonds, to establish and declare the terms and conditions upon which the 2020 Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of the Indenture.

J. The Successor Agency has determined that all acts and proceedings which are required by law and necessary to make the 2020 Bonds, when executed by the Successor Agency and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Successor Agency, and to constitute the Indenture a legal, valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken.

K. In order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Bonds (as defined below), including the 2020 Bonds, issued and Outstanding under the Indenture, according to their tenor, and to secure the performance and observance of all of the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds, including the 2020 Bonds, are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds, including the 2020 Bonds, by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Successor Agency and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, including the 2020 Bonds, as follows:

**ARTICLE I**

**DETERMINATIONS; DEFINITIONS**

**Section 1.01  Findings and Determinations.** The Successor Agency has reviewed all proceedings heretofore taken and, as a result of such review, hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2020 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the 2020 Bonds in the manner and form provided in the Indenture.

**Section 1.02  Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of the Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.
“Annual Debt Service” means, for any Bond Year, the principal and interest payable on the Outstanding Bonds in such Bond Year.

“Bonds” means the 2020 Bonds and any Parity Debt issued pursuant to a Supplemental Indenture.

“Bond Counsel” means: (a) Stradling Yocca Carlson & Rauth, a Professional Corporation; or (b) any other attorney or firm of attorneys appointed by or acceptable to the Successor Agency, of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

“Bond Register” means the registration books for the 2020 Bonds maintained by the Trustee in accordance with Section 2.08.

“Bond Year” means each twelve (12) month period extending from September 2 in one calendar year to September 1 of the succeeding calendar year, both dates inclusive; provided that the first Bond Year with respect to the 2020 Bonds shall commence on the Closing Date and end on September 1, 2021.

“Business Day” means any day, other than a Saturday or Sunday or a day on which commercial banks in New York, New York, or any other city or cities where the Principal Corporate Trust Office of the Trustee is located are required or authorized by law to close, or a day on which the Federal Reserve System is closed.

“City” means the City of Arcadia.

“Closing Date” means the date on which a series of Bonds is delivered by the Successor Agency to the original purchaser thereof. The Closing Date with respect to the 2020 Bonds is ____, 2020.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2020 Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2020 Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, bond insurance and surety bond premiums, if any, rating agency fees, filing and recording fees, initial fees and charges and the first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial advisors, placement agent, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds, administrative costs of the Successor Agency and the City incurred in connection with the issuance of the Bonds, expenses of the underwriters of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

“Costs of Issuance Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.03.
“County” means the County of Los Angeles.

“Debt Service Fund” means the fund by that name established and held by the Trustee pursuant to Section 4.03.

“Defeasance Obligations” means any of the following which, at the time of investment, are legal investments under the laws of the State for the moneys proposed to be invested therein and are in compliance with the Successor Agency’s investment policies then in effect (provided that the Trustee shall be entitled to rely upon any investment direction from the Successor Agency as conclusive certification to the Trustee that investments described therein are legal and are in compliance with the Successor Agency’s investment policies then in effect), but only to the extent that the same are acquired at Fair Market Value:

(a) Cash;

(b) Federal Securities, including direct obligations of the Department of the Treasury of the United States of America which have been stripped by the Department of the Treasury of the United States of America itself, CATS, TIGRS and similar securities;

(c) The interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form;

(d) Pre-refunded municipal bonds rated “Aaa” by Moody’s and “AAA” by S&P, provided that, if the issue is rated only by S&P (i.e., there is no Moody’s rating), then the pre-refunded municipal bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or “AAA”-rated pre-refunded municipals; and

(e) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; and (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development.

“Department of Finance” means the Department of Finance of the State of California.

“Dissolution Act” means California Assembly Bill X1 26 signed into law by the Governor of the State of California on June 28, 2011, as it has heretofore been amended and as it may hereafter be amended.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“DTC Participants” means securities brokers and dealers, banks, trust companies, clearing corporations and other organizations maintaining accounts with DTC.

“Event of Default” means any of the events described in Section 8.01.

“Fair Market Value” means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if: (a) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code; (b) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code; (c) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt; or (d) any commingled investment fund in which the Successor Agency and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

“Federal Securities” means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America and CATS and TGRS), or obligations the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America.

“Fiscal Year” means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve month period selected and designated by the Successor Agency to the Trustee in writing as its official fiscal year period.

“Former Agency” means the Arcadia Redevelopment Agency.

“Indenture” means the Indenture of Trust, dated as of ____ 1, 2020, by and between the Successor Agency and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

“Independent Accountant” means any accountant or firm of such accountants duly licensed or registered or entitled to practice as such under the laws of the State, appointed by the Successor Agency, and who, or each of whom: (a) is in fact independent and not under domination of the Successor Agency or the City; (b) does not have any substantial interest, direct or indirect, with the Successor Agency or the City; and (c) is not connected with the Successor Agency or the City as an officer or employee of the Successor Agency or the City, but who may be regularly retained to make reports to the Successor Agency or the City.

“Independent Redevelopment Consultant” means any consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom: (a) is judged by the Successor Agency to have experience in matters relating to the collection of Pledged Tax Revenues or otherwise with respect to the financing of redevelopment projects; (b) is in fact independent and
not under domination of the Successor Agency or the City; (c) does not have any substantial interest, direct or indirect, with the Successor Agency or the City; and (d) is not connected with the Successor Agency or the City as an officer or employee of the Successor Agency or the City, but who may be regularly retained to make reports to the Successor Agency or the City.

“Information Services” means, in accordance with then current guidelines of the Securities and Exchange Commission, such services providing information with respect to the redemption of bonds as the Successor Agency may designate in a Written Request of the Successor Agency filed with the Trustee.

“Interest Account” means the account by that name established and held by the Trustee pursuant to Section 4.03(a).

“Interest Payment Date” means each March 1 and September 1, commencing [March 1, 2021], for so long as any of the Bonds remain Outstanding hereunder.


“Original Purchaser” means _____, a _____.

“Outstanding” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant hereto.

“Oversight Board” means the Consolidated Oversight Board for the County of Los Angeles, Fifth District, established pursuant to the Section 34179 of the Dissolution Act.

“Owner” or “Bondowner” means, with respect to any Bond, the person in whose name the ownership of such Bond shall be registered on the Registration Books. The initial Bondowner is the Original Purchaser.

“Parity Debt” means any additional bonds, loans, advances or indebtedness issued or incurred by the Successor Agency on a parity with the 2020 Bonds pursuant to Section 3.04, whether issued as Bonds under a Supplemental Indenture or issued under a Parity Debt Instrument.

“Parity Debt Instrument” means a resolution, indenture of trust, supplemental indenture of trust, loan agreement, trust agreement or other instrument authorizing the issuance of any Parity Debt, other than a Supplemental Indenture.

“Permitted Investments” means any of the following which, at the time of investment, are legal investments under the laws of the State for the moneys proposed to be invested therein and are in compliance with the Successor Agency’s investment policies then in effect (provided that the Trustee shall be entitled to rely upon any investment direction from the Successor Agency as
conclusive certification to the Trustee that investments described therein are legal and are in compliance with the Successor Agency’s investment policies then in effect), but only to the extent that the same are acquired at Fair Market Value:

(a) Federal Securities;

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided that such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) Federal Housing Administration debentures; (iv) participation certificates of the General Services Administration; (v) Federal Financing Bank bonds and debentures; (vi) guaranteed mortgage-backed bonds or guaranteed pass-through obligations of Ginnie Mae (formerly known as the Government National Mortgage Association); (vii) guaranteed Title XI financings of the U.S. Maritime Administration; and (viii) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development;

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities only as stripped by the agency itself): (i) senior debt obligations of the Federal Home Loan Bank System; (ii) participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation; (iii) mortgaged-backed securities and senior debt obligations of Fannie Mae; (iv) senior debt obligations of Sallie Mae (formerly known as the Student Loan Marketing Association); (v) obligations of the Resolution Funding Corporation; and (vi) consolidated system-wide bonds and notes of the Farm Credit System;

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least “AAAm-G,” “AAAm” or “AAm,” and a rating by Moody’s of “Aaa,” “Aa1” or “Aa2” (such funds may include those for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise);

(e) Certificates of deposit (including those of the Trustee, its parent and its affiliates) secured at all times by collateral described in clauses (a) or (b) above or by collateral that may be used by a national bank for purposes of satisfying its obligations to collateralize pursuant to federal law, which have a maturity not greater than one year from the date of investment and which are issued by commercial banks, savings and loan associations or mutual savings banks;

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates), but only to the extent that the amount being invested in such certificates of deposit, savings accounts, deposit accounts or money market deposits are fully insured by FDIC, including BIF and SAIF;

(g) Investment agreements, including guaranteed investment contracts, forward purchase agreements, reserve fund put agreements and collateralized investment agreements with an
entity rated “Aa” or better by Moodys’ and “AA” or better by S&P, or unconditionally guaranteed by an entity rated “Aa” or better by Moodys’ and “AA” or better by S&P;

(h) Commercial paper rated, at the time of purchase, “Prime-1” by Moody’s and “A-1+” or better by S&P;

(i) Bonds or notes issued by any state or municipality which are rated by Moody’s and S&P in one of the two highest rating categories assigned by such agencies;

(j) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” or better by Moody’s, and “A-1+” by S&P; and

(k) The Local Agency Investment Fund that is administered by the State Treasurer for the investment of funds belonging to local agencies within the State, provided that for investment of funds held by the Trustee, the Trustee is entitled to make investments and withdrawals in its own name as Trustee.

“Pledged Tax Revenues” means all taxes: (a) that were eligible for allocation to the Former Agency with respect to the Project Area and are allocated to the Successor Agency pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Law and Section 16 of Article XVI of the Constitution of the State, or pursuant to other applicable State laws; and (b) that are deposited or available for deposit by the Auditor-Controller of the County in the Redevelopment Property Tax Trust Fund, all as provided in Section 34172(d) of the Dissolution Act.

“Principal Account” means the account by that name established and held by the Trustee pursuant to Section 4.03(b).

“Principal Corporate Trust Office” means the corporate trust office of the Trustee in Los Angeles, California, or such other or additional offices as the Trustee may designate in writing to the Successor Agency from time to time as the corporate trust office for purposes of the Indenture; except that with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term means the office or agency of the Trustee at which, at any particular time, its corporate trust agency business is conducted.

“Project Area” means the area within the Central Redevelopment Project.

“Recognized Obligation Payment Schedule” means a Recognized Obligation Payment Schedule, each prepared and approved from time to time pursuant to subdivision (l) of Section 34177 of the Health and Safety Code of the State.

“Record Date” means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

“Redevelopment Obligation Retirement Fund” means the fund by that name established pursuant to Section 34170.5(a) of the Health and Safety Code of the State and administered by the Successor Agency.
“Redevelopment Plan” means the Redevelopment Plan for the Central Redevelopment Project adopted and approved by Ordinance No. 1490 of the City on December 26, 1973, as such Redevelopment Plan has previously been amended.

“Redevelopment Project” means the undertaking of the Successor Agency pursuant to the Redevelopment Plan and the Law for the redevelopment of the Project Area.

“Redevelopment Property Tax Trust Fund” means the fund by that name established pursuant to Sections 34170.5(b) and 34172(c) of the Health and Safety Code of the State and administered by the Auditor-Controller of the County.

“Refunded Bonds” means, collectively, the 2001A Bonds and the 2010 Bonds.

“Refunding Law” means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, and the acts amendatory thereof and supplemented thereto.

“Registration Books” means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

“Report” means a document in writing signed by an Independent Redevelopment Consultant and including: (a) a statement that the person or firm making or giving such Report has read the pertinent provisions of the Indenture to which such Report relates; (b) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and (c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

“Representation Letter” means a representation letter from the Successor Agency to, or other instrument or agreement of the Successor Agency with, DTC in which the Successor Agency, among other things, makes certain representations to DTC with respect to the Bonds, the payment thereof and delivery of notices with respect thereto.

“ROPS Period” means each annual period beginning on July 1 of any calendar year and ending on June 30 of the next calendar year, or such other period as provided in the Dissolution Act.

“RPTTF Distribution Date” means each January 2 and June 1, or such other dates as shall be provided by law for distribution of moneys from the Redevelopment Property Tax Trust Fund to the Successor Agency.


“Section 34177.5” means Section 34177.5 of the Health and Safety Code of the State.

“Securities Depositories” means The Depository Trust Company; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Successor Agency may designate in a Written Request of the Successor Agency delivered to the Trustee.
“Special Fund” means the fund held by the Successor Agency established within the Redevelopment Obligation Retirement Fund pursuant to Section 4.02.

“State” means the State of California.

“Supplemental Indenture” means any supplement to the Indenture which has been duly adopted or entered into by the Successor Agency, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

“Term Bonds” means any portion of any Bonds payable from mandatory sinking fund payments.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

“2001A Bonds” means the Arcadia Redevelopment Agency Tax Allocation Bonds (Central Redevelopment Project) Series 2001A.


“Written Request of the Successor Agency” or “Written Certificate of the Successor Agency” means a request or certificate, in writing signed by the Executive Director or Treasurer of the Successor Agency, or the designee of either, or by any other officer of the Successor Agency or the City duly authorized by the Successor Agency for that purpose.

Section 1.03 Rules of Construction. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of the Indenture, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to the Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

AUTHORIZATION AND TERMS

Section 2.01 Authorization of 2020 Bonds. An initial issue of Bonds is hereby authorized to be issued by the Successor Agency under and subject to the terms of the Indenture, the Refunding Law, the Dissolution Act and the Law. The Indenture constitutes a continuing agreement with the
Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions of the Indenture. The initial issue of Bonds shall be designated the “Successor Agency to the Arcadia Redevelopment Agency Central Redevelopment Project Tax Allocation Refunding Bonds, Series 2020A (Federally Taxable).” The 2020 Bonds shall be issued in the initial aggregate principal amount of $_____. The Bonds shall be initially registered in the name of the Original Purchaser and registered ownership may not thereafter be transferred except as set forth in Section 2.06.

Section 2.02 Terms of 2020 Bonds. The 2020 Bonds shall be issued in fully registered form without coupons. The 2020 Bonds shall be issued in denominations of $5,000 or any integral multiple thereof, so long as no 2020 Bond shall have more than one maturity date. The 2020 Bonds shall be dated as of their Closing Date. The 2020 Bonds shall be lettered and numbered as the Trustee shall prescribe.

The 2020 Bonds shall mature on September 1, 20__ and shall bear interest at an interest rate equal to [___]% per annum (calculated on the basis of a 360-day year of twelve thirty-day months).

Each 2020 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless: (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before [February 15, 2021], in which event it shall bear interest from its Closing Date; provided, however, that if, as of the date of authentication of any 2020 Bond, interest thereon is in default, such 2020 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2020 Bonds (including the final interest payment upon maturity or redemption) is payable when due by check or draft of the Trustee mailed on the Interest Payment Date to the Owner thereof at such Owner’s address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the 2020 Bonds, which written request is on file with the Trustee as of any Record Date, interest on such 2020 Bonds shall be paid on the succeeding Interest Payment Date by wire to such account in the United States as shall be specified in such written request. The principal of the 2020 Bonds and premium, if any, upon redemption, are payable in lawful money of the United States of America upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee.

Notwithstanding anything herein to the contrary, so long as the 2020 Bonds are owned by the Original Purchaser: (i) the Trustee shall pay principal of and interest and redemption premium on the Bonds when due by wire transfer in immediately available funds to the Original Purchaser in accordance with wire transfer instructions set forth below (or such other wire instructions as shall be filed by the Original Purchaser with the Trustee from time to time); (ii) payments of principal on the Bonds shall be made without the requirement for presentation and surrender of the Bonds by the Owner, and (iii) the Trustee shall not be required to give notice to the Original Purchaser of the redemption of Bonds under Section 2.03(b):

[Bank Wire Instructions - TO COME]

Notwithstanding anything herein to the contrary, if any Interest Payment Date is not a Business Day, payments of principal and interest shall be due on the next succeeding Business Day with the same force and affect as if such payments were made on the Interest Payment Date.

Section 2.03 Redemption of 2020 Bonds.

(a) [Optional Redemption. The 2020 Bonds are subject to optional redemption prior to their respective maturity dates, as a whole or in part, on any date on or after September 1, 20__, from any source of available funds. Such optional redemption shall be at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued but unpaid interest to the date fixed for redemption, without premium.

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem 2020 Bonds under this subsection (a) with a designation of the principal amount and maturities to be redeemed at least forty five (45) days prior to the date fixed for such redemption (or such later date as shall be acceptable to the Trustee in the sole determination of the Trustee), and shall transfer to the Trustee for deposit in the Debt Service Fund all amounts required for such redemption not later than the date fixed for such redemption.]

(b) Mandatory Sinking Fund Redemption. The 2020 Bonds shall also be subject to mandatory redemption in whole, or in part by lot, on September 1 in each year, commencing September 1, 20__, as set forth below, from sinking fund payments made by the Successor Agency to the Principal Account pursuant to Section 4.03(b), at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on September 1 in the respective years as set forth in the following table; provided however, that if some but not all of such the 2020 Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such 2020 Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of $5,000 and applied to the last sinking fund payments first (as reflected in a notice to be given by the Successor Agency to the Trustee, which shall include a revised sinking fund schedule).

<table>
<thead>
<tr>
<th>2020 Bonds</th>
<th>September 1</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2023</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2025</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2026†</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

† Final Maturity.

(c) [Notice of Redemption: Rescission. The Trustee on behalf, and at the expense, of the Successor Agency shall send notice of any redemption to the respective Owners of any Bonds designated for redemption pursuant to Section 2.03(a) at their respective addresses
appearing on the Bond Register, and to the Original Purchasers of the Bonds if they continue to own Bonds proposed to be redeemed, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption. Neither failure to receive any such notice so sent nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall state, in the case of a redemption pursuant to (a) above, that such redemption is conditioned upon the timely delivery of the redemption price by the Successor Agency to the Trustee for deposit in the Redemption Account, shall state the individual number of each Bond to be redeemed or shall state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding are to be redeemed, and shall require that such Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

The Successor Agency shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any such notice of optional redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner and to the same recipients as the original notice of redemption was sent; provided, however, the notice of rescission shall not be required to be mailed within the time period required for the notice of redemption.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, identify, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.]

(d) [Partial Redemption of Bonds. In the event only a portion of the Bonds is called for redemption, then upon surrender of such Bond the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new Bond of the same interest rate, of authorized denominations, in aggregate principal amount equal to the unredeemed portion of the 2020 Bond to be redeemed, with the maturity of such new Bond to be determined by the Trustee after applying moneys in the Redemption Fund to redeem Bonds in reverse order of maturity, starting with the latest maturities first.]

(e) [Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.]

(f) [Manner of Redemption. Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected in accordance with the Indenture, but only so much of the principal amount of each such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. All Bonds redeemed or purchased pursuant to this Section 2.03 shall be cancelled and destroyed.]
Section 2.04  Form of 2020 Bonds. The 2020 Bonds, the form of Trustee’s Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the form set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by the Indenture.

Section 2.05  Execution of Bonds. The Bonds shall be executed on behalf of the Successor Agency by the signature of its Executive Director or its Chair or the written designee of either and the signature of its Secretary who are in office on the date of execution and delivery of the Indenture or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Successor Agency by such persons who at the actual date of the execution of such Bond are the proper officers of the Successor Agency although on the date of such Bond any such person shall not have been such officer of the Successor Agency.

Only such of the Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore set forth, manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of the Indenture, and such Certificate shall be conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of the Indenture. In the event that temporary Bonds are issued pursuant to Section 2.09 hereof, the temporary Bonds may bear thereon a Certificate of Authentication executed and dated by the Trustee, may be initially registered by the Trustee, and, until so exchanged as provided under Section 2.09 hereof, the temporary Bonds shall be entitled to the same benefits pursuant to the Indenture as definitive Bonds that are authenticated and delivered hereunder.

Section 2.06  Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond shall be surrendered for transfer, the Successor Agency shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like series, tenor, maturity and aggregate principal amount of authorized denominations. The Trustee shall collect from the Owner any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.06. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either: (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption; or (b) any Bonds selected by the Trustee for redemption.

Ownership of the Bonds may be transferred in whole only, and only to a person or persons: (i) that the Owner reasonably believes is a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended; and (ii) that executes and delivers to the Trustee an investor letter in substantially the form attached hereto as Exhibit B.
Section 2.07 Exchange of Bonds. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for Bonds of the same series, tenor and maturity and of other authorized denominations. The Trustee shall collect any tax or other governmental charge on the exchange of any Bonds pursuant to this Section 2.07. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Successor Agency.

The Trustee may refuse to exchange, under the provisions of this Section 2.07, either: (a) any Bonds during the fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption; or (b) any Bonds selected by the Trustee for redemption.

Section 2.08 Registration of Bonds. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection and copying by the Successor Agency, upon reasonable prior notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books Bonds as hereinbefore provided. Notwithstanding the foregoing, ownership of the Bonds may be transferred in whole only, and only to a person or persons: (i) that the Owner reasonably believes is a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended; and (ii) that executes and delivers to the Trustee an investor letter in substantially the form attached hereto as Exhibit B.

Section 2.09 Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond has matured or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee and the Successor Agency). The Successor Agency may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the Successor Agency and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Successor Agency whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of the Indenture with all other Bonds issued pursuant to the Indenture.

Section 2.10 Book-Entry System.

(a) All Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each maturity date of the Bonds. The Bonds shall be registered in the Bond Register in the name of the Original Purchaser of the Bonds and shall not be delivered in book-entry form. Upon the request of the Owners of all Outstanding Bonds, the Successor Agency may elect to
convert the Bonds to book-entry Bonds and such Bonds shall become subject to the provisions of this Section 2.10.

(b) With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Successor Agency and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Successor Agency and the Trustee may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Bond Register, as provided in Section 2.08, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Successor Agency’s obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of the Successor Agency to make payments of principal, premium, if any, and interest pursuant to the Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the word “Cede & Co.” in the Indenture shall refer to such new nominee of DTC.

(c) The delivery of the Representation Letter shall not in any way limit the provisions of clause (b) above or in any other way impose upon the Successor Agency or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the Bond Register. The Trustee shall take all action necessary for all representations in the Representation Letter with respect to the Trustee to be complied with at all times.

(d) (i) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Successor Agency and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(ii) The Successor Agency, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the Successor Agency determines that: (A) DTC is unable to discharge its responsibilities with respect to the Bonds; or (B) a continuation of the requirement that all Outstanding Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of such Bonds.

(iii) Upon the termination of the services of DTC with respect to the Bonds pursuant to clause (d)(ii)(B) above, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to clauses (d)(i) or (d)(ii)(A) above, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found
which, in the opinion of the Successor Agency, is willing and able to undertake such functions upon reasonable and customary terms, the Successor Agency is obligated to deliver Bond certificates as described in the Indenture and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names DTC shall designate to the Trustee in writing, in accordance with the provisions of the Indenture.

(e) Notwithstanding any other provisions of the Indenture to the contrary, as long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 2.11 [Applicability of Provisions to Additional Bonds. Unless otherwise provided in a Supplemental Indenture, the provisions of Sections 2.03(c) through (f) and 2.05 through 2.10 shall apply to all Bonds.]

ARTICLE III
DEPOSIT AND APPLICATION; ADDITIONAL DEBT

Section 3.01 Issuance of Bonds. Upon the execution and delivery of the Indenture, the Successor Agency shall execute and deliver to the Trustee the 2020 Bonds in the aggregate principal amount of $_____, and the Trustee shall authenticate and deliver the 2020 Bonds upon the Written Request of the Successor Agency.

Section 3.02 Application of Proceeds of Sale and Certain Other Amounts. On the Closing Date with respect to the 2020 Bonds, the proceeds of sale of the 2020 Bonds received by the Trustee shall be applied as follows:

(i) The Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund.

(ii) The Trustee shall transfer $____ to the Escrow Bank for deposit pursuant to the 2001A Escrow Agreement.

(iii) The Trustee shall transfer $____, being the remaining amount of proceeds of the 2020 Bonds, to the Escrow Bank for deposit pursuant to the 2010 Escrow Agreement.

Section 3.03 Costs of Issuance Fund. There is hereby established a separate fund to be known as the “Costs of Issuance Fund,” which shall be held by the Trustee in trust. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance with respect to the 2020 Bonds upon submission of a Written Request of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the Successor Agency shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six (6) months following the Closing Date with respect to the 2020 Bonds, or upon the earlier Written Request of the Successor Agency, all amounts (if any) remaining in the
Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Account within the Debt Service Fund, and the Costs of Issuance Fund shall be closed.

Section 3.04 Issuance of Parity Debt. The Successor Agency may not issue Parity Debt except to refund any outstanding 2020 Bonds or other Parity Debt, in whole or in part, in such principal amount as shall be determined by the Successor Agency. The Successor Agency may issue and deliver any such Parity Debt subject to the following specific conditions, all of which are hereby made conditions precedent to the issuance and delivery of such Parity Debt:

(a) No Event of Default hereunder or an event of default under any Parity Debt Instrument shall have occurred and be continuing unless cured by the issuance of such Parity Debt;

(b) The Parity Debt shall be issued in compliance with Section 34177.5; and

(c) The Successor Agency shall deliver to the Trustee a Written Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt set forth above have been satisfied.]

Section 3.05 Issuance of Subordinate Debt. Notwithstanding the foregoing, to the extent permitted by the Law, no provision herein shall prevent the Successor Agency from issuing additional bonds or incurring other loans, advances or indebtedness payable from Pledged Tax Revenues on a subordinate basis to the 2020 Bonds and the Bonds or payable from sources other than Pledged Tax Revenues.

ARTICLE IV
SECURITY OF BONDS; FLOW OF FUNDS

Section 4.01 Security of Bonds; Equal Security. Subject to the provisions of Sections 4.02 and 6.06 allowing for the application of Pledged Tax Revenues, all Pledged Tax Revenues and the Redevelopment Obligation Retirement Fund, including the Special Fund therein, and all amounts in the Redevelopment Property Tax Trust Fund, including without limitation any override tax revenues attributable to tax rate overrides levied by taxing agencies within the Project Area that were pledged to the Refunded Bonds, are irrevocably pledged under the Indenture to secure the payment of the principal of and interest or redemption premium (if any) on the 2020 Bonds and all Parity Debt without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery. Such pledge shall constitute a first and exclusive lien on and security interest in the Pledged Tax Revenues and the Redevelopment Obligation Retirement Fund, including the Special Fund therein, and all amounts in the Redevelopment Property Tax Trust Fund, including without limitation any override tax revenues attributable to tax rate overrides levied by taxing agencies within the Project Area that were pledged to the Refunded Bonds, and will attach, be perfected and be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Successor Agency, irrespective of whether such parties have notice of the Indenture; provided however, that the parties hereto acknowledge that the Auditor-Controller of the County is authorized by Section 34183(a) of the Dissolution Act to use Pledged Tax Revenues to pay the County’s administrative costs allowed under Section 34182 of the Dissolution Act and Section 95.3 of the Revenue and Taxation Code, and is required by Section 34183(a)(1) of the Dissolution Act to pay Pledged Tax Revenues to taxing entities pursuant to Sections 33607.5 and 33607.7 of the Law (unless such payments are subordinated to payments on the 2020 Bonds and Parity Debt pursuant to
Section 33607.5(e) of the Law and subsection (c) of Section 34177.5. Except for the Pledged Tax Revenues and amounts, funds and accounts that are described above, no other moneys, funds, accounts or properties of the Successor Agency are pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the 2020 Bonds or Parity Debt except as provided in the following paragraph with respect to the 2020 Bonds and other Bonds.

The Debt Service Fund and any fund or account created under the Indenture, including amounts on deposit therein (including proceeds of the 2020 Bonds), are irrevocably pledged under the Indenture to secure the payment of the principal of and interest or redemption premium (if any) on the 2020 Bonds and other Bonds without preference or priority for series issue, number, dated date, sale date, date of execution or date of delivery. Such pledge shall constitute a first and exclusive lien on and security interest in the Debt Service Fund and any other fund or account created under the Indenture, including amounts on deposit therein (including proceeds of the 2020 Bonds), and will attach, be perfected and be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Successor Agency, irrespective of whether such parties have notice of the Indenture.

In consideration of the acceptance of the 2020 Bonds and other Bonds by those who shall hold the same from time to time, the Indenture shall be deemed to be and shall constitute a contract between the Successor Agency and the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency shall be for the equal and proportionate benefit, security and protection of all Owners of the 2020 Bonds and other Bonds without preference, priority or distinction as to security or otherwise of any of the 2020 Bonds and other Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 4.02 Redevelopment Obligation Retirement Fund; Special Fund; Deposit of Pledged Tax Revenues. There is hereby established a special fund to be known as the “Special Fund,” which is to be held by the Successor Agency within the Redevelopment Obligation Retirement Fund. The Special Fund shall be held by the Successor Agency separate and apart from other funds of the Successor Agency.

The Successor Agency shall deposit all of the Pledged Tax Revenues received with respect to any ROPS Period into the Special Fund promptly upon receipt thereof by the Successor Agency in accordance with Section 5.11 hereof. Except as may be provided to the contrary in this Indenture or in any Supplemental Indenture or Parity Debt Instrument, upon receipt by the Successor Agency of money from the Redevelopment Property Tax Trust Fund requested in accordance with Section 5.11 on each RPTTF Distribution Date and deposit of such amounts into the Special Fund, all Pledged Tax Revenues received by the Successor Agency in excess of such amounts shall be released from the pledge and lien hereunder and shall be applied in accordance with the Law and the Dissolution Act, including but not limited to the payment of debt service on any subordinate debt. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Bonds and the payment in full of all other amounts payable hereunder and under any Supplemental Indentures or other Parity Debt Instrument, the Successor Agency shall not have any beneficial right or interest in the moneys on deposit in the Special Fund, except as may be provided in this Indenture and in any Supplemental Indenture or other Parity Debt Instrument.
Section 4.03 Deposit of Amounts by Trustee. There is hereby established a trust fund to be known as the “Debt Service Fund,” which shall be held by the Trustee hereunder in trust. Moneys in the Special Fund shall be transferred by the Successor Agency to the Trustee in the following amounts, at the following times, and deposited by the Trustee in the following respective special accounts, which are hereby established in the Debt Service Fund, and in the following order of priority (provided that, if on the fifth (5th) Business Day prior to the date that the Successor Agency is required to transfer amounts on deposit in the Special Fund to the Trustee there are not amounts on deposit therein sufficient to make the following deposits, taking into account amounts required to be transferred with respect to Bonds other than the 2020 Bonds, the Successor Agency shall immediately notify the Trustee of the amount of any such insufficiency):

(a) Interest Account. On or before the fifth (5th) Business Day preceding each Interest Payment Date, commencing on [March 1, 2021], the Successor Agency shall withdraw from the Special Fund and transfer to the Trustee, for deposit in the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity pursuant to the Indenture).

(b) Principal Account. On or before the fifth (5th) Business Day preceding September 1 in each year, commencing on [September 1, 2021], the Successor Agency shall withdraw from the Special Fund and transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then contained in the Principal Account on that date, will be equal to the principal becoming due and payable on the Outstanding Bonds, including pursuant to optional or mandatory sinking fund redemption, on the next September 1. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal to become due on the next September 1 upon all of the Outstanding Bonds. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds, including by optional or mandatory sinking fund redemption, as the same shall become due and payable.

ARTICLE V

OTHER COVENANTS OF THE SUCCESSOR AGENCY

Section 5.01 Punctual Payment. The Successor Agency shall punctually pay or cause to be paid the principal and interest to become due in respect of all the Bonds together with the premium thereon, if any, in strict conformity with the terms of the Bonds and of the Indenture. The Successor Agency shall faithfully observe and perform all of the conditions, covenants and requirements of the Indenture, all Supplemental Indentures and Parity Debt Instruments and the Bonds. Nothing herein contained shall prevent the Successor Agency from making advances of its own moneys howsoever derived to any of the uses or purposes referred to herein.

Section 5.02 Limitation on Additional Indebtedness; Against Encumbrances. The Successor Agency hereby covenants that, so long as the Bonds are Outstanding, the Successor
Agency shall not issue any bonds, notes or other obligations, enter into any agreement or otherwise incur any indebtedness, which is in any case payable from all or any part of the Pledged Tax Revenues: (a) on a basis senior to the Bonds; or (b) on a parity with the Bonds except for Parity Debt issued to refund any of the Bonds or other Parity Debt, and then only if the requirements of Section 3.04 are met. The Successor Agency will not otherwise encumber, pledge or place any charge or lien upon any of the Pledged Tax Revenues or other amounts pledged to the Bonds superior or equal to the pledge and lien herein created for the benefit of the Bonds.

Section 5.03 Extension of Payment. The Successor Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Bond or claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding the Bonds or claims for interest in any other manner. In case the maturity of any such Bond or claim for interest shall be extended or funded, whether or not with the consent of the Successor Agency, such Bond or claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of the Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04 Payment of Claims. The Successor Agency shall promptly pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Successor Agency or upon the Pledged Tax Revenues or other amounts pledged to the payment of the Bonds, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said claims.

Section 5.05 Books and Accounts; Financial Statements. The Successor Agency shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Successor Agency and the City, in which complete and correct entries shall be made of all transactions relating to the Redevelopment Project, the Pledged Tax Revenues and the Special Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

The Successor Agency will cause to be prepared, within two hundred and seventy (270) days after the close of each Fiscal Year so long as the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year showing the Pledged Tax Revenues, all disbursements of Pledged Tax Revenues and the financial condition of the Redevelopment Project, including the balances in all funds and accounts relating to the Redevelopment Project, as of the end of such Fiscal Year. The Successor Agency shall promptly furnish a copy of such financial statements to the Trustee, and the Original Purchaser, at no expense. The Trustee shall have no obligation to review any financial statements provided to it by the Successor Agency.

The Successor Agency agrees, consents and will cooperate in good faith to provide information reasonably requested by the Original Purchaser and will further provide appropriately designated individuals and officers to discuss the affairs, finances and accounts of the Successor Agency at the request of the Original Purchaser.
Section 5.06 Protection of Security and Rights of Owners. The Successor Agency will preserve and protect the security of the Bonds and the rights of the Owners. From and after the Closing Date with respect to Bonds, the Bonds shall be incontestable by the Successor Agency.

Section 5.07 Payments of Taxes and Other Charges. Except as otherwise provided herein, the Successor Agency will pay and discharge, or cause to be paid and discharged, all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Successor Agency or the properties then owned by the Successor Agency in the Project Area, or upon the revenues therefrom when the same shall become due. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said taxes, assessments or charges. The Successor Agency will duly observe and conform with all valid requirements of any governmental authority relative to the Project Area or any part thereof.

Section 5.08 Taxation of Leased Property. All amounts derived by the Successor Agency pursuant to Section 33673 of the Law from the lease of property for redevelopment shall be treated as Pledged Tax Revenues for all purposes of the Indenture.

Section 5.09 Disposition of Property. The Successor Agency will not participate in the disposition of any land or real property in a Project Area to anyone which will result in such property becoming exempt from taxation because of public ownership or use or otherwise (except property dedicated for public right-of-way and except property planned for public ownership or use by the Redevelopment Plan in effect on the date of issuance of the 2020 Bonds) so that such disposition shall, when taken together with other such dispositions, aggregate more than ten percent (10%) of the land area in the applicable Project Area unless such disposition is permitted as hereinafter provided in this Section 5.09. If the Successor Agency proposes to participate in such a disposition, it shall thereupon appoint an Independent Redevelopment Consultant to report on the effect of said proposed disposition. If the Report of the Independent Redevelopment Consultant concludes that the security of the Bonds, or the rights of the Successor Agency, the Bondowners and the Trustee hereunder will not be materially impaired by said proposed disposition, the Successor Agency may thereafter make such disposition. If said Report concludes that such security will be materially impaired by said proposed disposition, the Successor Agency shall disapprove said proposed disposition. This Section 5.09 shall not apply to the disposition of properties pursuant to the Successor Agency’s Long Range Property Management Plan prepared pursuant to Health and Safety Code Section 34191.4.

Section 5.10 Maintenance of Pledged Tax Revenues. The Successor Agency shall comply with all requirements of the Law and the Dissolution Act to ensure the allocation and payment to it of the Pledged Tax Revenues as provided in the Dissolution Act.

Section 5.11 Compliance with the Dissolution Act. The Successor Agency shall comply with all of the requirements of the Law and the Dissolution Act. Without limiting the generality of the foregoing, the Successor Agency covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by the Successor Agency with its covenants hereunder.

Further, the Successor Agency covenants to take all actions required under the Dissolution Act to include all scheduled debt service on the Bonds in Recognized Obligation Payment Schedules for each ROPS Period so as to enable the Auditor-Controller of the County to distribute from the Redevelopment Property Tax Trust Fund to the Successor Agency’s Redevelopment Obligation
Retirement Fund on each January 2 and June 1 amounts required for the Successor Agency to pay principal of, and interest on, the Bonds coming due in the respective ROPS Period, as well as the other amounts set forth above.

In the event that the provisions set forth in the Dissolution Act as of the Closing Date of the 2020 Bonds which relate to the filing of Recognized Obligation Payment Schedules are amended or modified in any manner, the Successor Agency agrees to take all such actions as are necessary to comply with such amended or modified provisions so as to ensure the timely payment of debt service on the 2020 Bonds and other Parity Debt and, if the timing of distributions of the Redevelopment Property Tax Trust Fund is changed, the receipt of: (a) not less than one half of the debt service due during each calendar year on all Outstanding Bonds prior to March 1 of such calendar year; and (b) the remainder of debt service due during such calendar year on all Outstanding Bonds prior to September 1 of such calendar year.

The Trustee may (and, at the request of any Owner, shall) or the Owner may, take such actions as may be necessary and appropriate, including seeking a writ of mandamus or other specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section 5.11.

Section 5.12 Further Assurances. The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in the Indenture.

Section 5.13 Costs and Expenses. Subject to the following sentence, the Successor Agency agrees to pay the reasonable out-of-pocket expenses and disbursements of the Owners and the necessary and reasonable fees, expenses and disbursements of counsel to the Owners in connection with: (a) obtaining any waiver or consent under the Indenture (whether or not the transactions contemplated thereby shall be consummated) or any Event of Default hereunder; (b) the preparation, execution, delivery, administration, defense and enforcement or preservation of rights in connection with a workout, restructuring or waiver with respect to the Bonds; and (c) the occurrence of an Event of Default and collection and other enforcement proceedings resulting therefrom.

ARTICLE VI

THE TRUSTEE

Section 6.01 Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in the Indenture and no implied covenants, duties or obligations shall be read into the Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.
(b) The Successor Agency may remove the Trustee at any time, upon thirty days' prior written notice, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee: (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing); or (ii) if at any time the Successor Agency has knowledge that the Trustee shall cease to be eligible in accordance with subsection (f) below, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of written notice of such removal by the Successor Agency to the Trustee, whereupon the Successor Agency shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Successor Agency and by giving the Owners notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction at the expense of the Successor Agency for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under the Indenture shall signify its acceptance of such appointment by executing, acknowledging and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all of the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Successor Agency or at the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under the Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Successor Agency shall cause either the predecessor Trustee or the successor Trustee to mail a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then has a current rating on the Bonds and to the Owners at their respective addresses shown on the Registration Books.

(e) If an Event of Default occurs with respect to any Bonds of which the Trustee has been given or is deemed to have notice, as provided in Section 6.03(d), then the Trustee shall immediately give written notice thereof, by first-class mail to the Owner of each such Bond, unless
such Event of Default shall have been cured before the giving of such notice; provided, however, that unless such Event of Default consists of the failure by the Successor Agency to make any payment when due, the Trustee may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Bondowners not to give such notice.

(f) The Successor Agency agrees that, so long as any Bonds are Outstanding, the Trustee shall be: (i) a financial institution having a trust office in the State, having (or in the case of a corporation, national banking association or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least $250,000,000, and subject to supervision or examination by federal or state authority; or (ii) a state-chartered commercial bank that is a member of the Federal Reserve System having at least $1,000,000,000 of assets. If such financial institution publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such financial institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (f), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 6.02 Merger or Consolidation. Any bank, national banking association or trust company into which the Trustee may be merged or converted or with which it may be consolidated, any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such bank, national banking association or trust company shall be eligible under Section 6.01(f), shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03 Liability of Trustee.

(a) The recitals of facts contained herein and in the Bonds shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of the Indenture or of the security for the Bonds or the tax status of interest thereon, nor shall the Trustee incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or misconduct. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee and its officers and employees may become the Owner of any Bonds with the same rights it would have if it were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of
conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under the Indenture.

(c) The Trustee shall not be liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Indenture, except for actions arising from the negligence or misconduct of the Trustee. Where the Trustee is given the permissive right to do things enumerated in the Indenture, such right shall not be construed as a mandatory duty.

(d) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer shall have actual knowledge thereof, or shall have received written notice thereof from the Successor Agency at its Principal Corporate Trust Office. In the absence of such actual knowledge or notice, the Trustee may conclusively assume that no Event of Default has occurred and is continuing under the Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by any other party of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee may rely conclusively on the Successor Agency’s certificates to establish the Successor Agency’s compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Pledged Tax Revenues into the Special Fund and the investment and application of moneys on deposit in the Special Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

(e) The Trustee shall have no liability or obligation to the Bondowners with respect to the payment of debt service on the Bonds by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants and terms contained in the Indenture, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Successor Agency pursuant to the Indenture or otherwise.

(f) No provision of the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys or receivers, and the Trustee shall not be responsible for any intentional misconduct or negligence on the part of any agent, attorney or receiver appointed with due care by it hereunder.

(h) The Trustee shall have no responsibility, opinion, or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(i) Before taking any action under Article VIII or this Article at the request of the Owners, the Trustee may require that a satisfactory indemnity bond be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability,
except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(j) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (the “Instructions”) given pursuant to the Indenture and delivered using Electronic Means (“Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Successor Agency shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (the “Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Successor Agency whenever a person is to be added or deleted from the listing. If the Successor Agency elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Successor Agency understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Successor Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Successor Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Successor Agency. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding the fact that such directions conflict or are inconsistent with a subsequent written instruction. The Successor Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Successor Agency; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Section 6.04 Right to Rely on Documents and Opinions. The Trustee shall have no liability in acting upon any notice, resolution, request, consent, order, certificate, report, opinion,
facsimile transmission, electronic mail, or other paper or document reasonably believed by it to be genuine and to have been signed or prescribed by the proper party or parties, and shall not be required to make any investigation into the facts or matters contained thereon. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and, in the absence of negligence or intentional misconduct by the Trustee, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such person’s title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by the Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered under the provisions of the Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

Section 6.05 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times upon reasonable notice to the inspection of and copying by the Successor Agency and any Owner, and their agents and representatives duly authorized in writing, during regular business hours and under reasonable conditions.

Section 6.06 Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under the Indenture in accordance with the letter proposal from the Trustee approved by the Successor Agency and all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including the allocated costs and disbursement of in-house counsel to the extent that such services are not redundant with those provided by outside counsel), agents and employees, incurred in and about the performance of its powers and duties under the Indenture. The Trustee shall have a lien on the Pledged Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel (including the allocated costs and disbursement of in-house counsel to the extent that such services are not redundant with those provided by outside counsel).

The Successor Agency further covenants and agrees to indemnify, defend and save the Trustee and its officers, directors, agents and employees, harmless against any loss, expense, including legal fees and expenses, and liabilities which it may incur to the extent arising out of or in connection with the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Successor Agency and the rights of the Trustee under
this Section shall survive resignation or removal of the Trustee under the Indenture and payment of the Bonds and discharge of the Indenture.

Section 6.07 Deposit and Investment of Moneys in Funds. Moneys in the Debt Service Fund, the Interest Account, the Principal Account and the Costs of Issuance Fund shall be invested by the Trustee in Permitted Investments as directed by the Successor Agency in a Written Request of the Successor Agency filed with the Trustee. In the absence of any such Written Request of the Successor Agency, the Trustee shall hold any such moneys uninvested. The Trustee shall be entitled to rely conclusively upon the written instructions of the Successor Agency directing investments in Permitted Investments as to the fact that each such investment is permitted by the laws of the State, and shall not be required to make further investigation with respect thereto. With respect to any restrictions set forth in the above list which embody legal conclusions (e.g., the existence, validity and perfection of security interests in collateral), the Trustee shall be entitled to rely conclusively on an opinion of counsel or upon a representation of the provider of such Permitted Investment obtained at the Successor Agency’s expense. Moneys in the Special Fund may be invested by the Successor Agency in any obligations in which the Successor Agency is legally authorized to invest its funds. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder shall be deposited in the Interest Account. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made at the direction of the Successor Agency or otherwise made in accordance with this Section. For investment purposes only, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately.

The Successor Agency acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency monthly cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

All moneys held by the Trustee shall be held in trust, but need not be segregated from other funds unless specifically required by the Indenture. Except as specifically provided in the Indenture, the Trustee shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the Successor Agency for earnings derived from funds that have been invested.

The Successor Agency covenants that all investments of amounts deposited in any fund or account created by or pursuant to the Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by the Indenture or the Code) at Fair Market Value. The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow its normal practice in determining the value of Permitted Investments, which may include utilizing computerized securities pricing services that may be available to it including those available through its regular accounting system.

Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued by the Successor Agency at their present value (within the meaning of Section 148 of the Code).
Section 6.08   Accounting Records and Financial Statements. The Trustee shall at all
times keep, or cause to be kept, proper books of record and account, prepared in accordance with
corporate trust industry standards, in which accurate entries shall be made of all transactions relating
to the proceeds of the Bonds made by it and all funds and accounts held by the Trustee established
pursuant to the Indenture. Such books of record and account shall be available for inspection by the
Successor Agency upon reasonable prior notice, at reasonable hours and under reasonable
circumstances. The Trustee shall furnish to the Successor Agency, on at least a monthly basis, an
accounting of all transactions in the form of its customary statements relating to the proceeds of the
Bonds and all funds and accounts held by the Trustee pursuant to the Indenture.

Section 6.09   Other Transactions with Agency. The Trustee, either as principal or agent,
may engage in or be interested in any financial or other transaction with the Successor Agency.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THE INDENTURE

Section 7.01   Amendment With and Without Consent of Owners. This Indenture and
the rights and obligations of the Successor Agency and of the Owners may be modified or amended
at any time by a Supplemental Indenture which shall become binding upon adoption without the
consent of any Owners, to the extent permitted by law, but only for any one or more of the following
purposes –

(a) to add to the covenants and agreements of the Successor Agency in this
Indenture contained, other covenants and agreements thereafter to be observed, including any
covenant or agreement that provides for additional security for the Bonds, or to limit or surrender any
rights or powers herein reserved to or conferred upon the Successor Agency; or

(b) to make such provisions for the purpose of curing any ambiguity, or of
curing, correcting or supplementing any defective provision contained in this Indenture, or in any
other respect whatsoever as the Successor Agency may deem necessary or desirable, provided under
any circumstances that such modifications or amendments shall not, in the reasonable determination
of the Successor Agency, materially adversely affect the interests of the Owners; or

(c) to provide for the issuance of Parity Debt in accordance with Section 3.04; or

(d) [to amend any provision hereof relating to the requirements of or compliance
with the Code, to any extent whatsoever but only if and to the extent such amendment will not
adversely affect the exemption from federal income taxation of interest on any of the Bonds, in the
opinion of Bond Counsel; or]

(e) to comply with amendments or supplements to the Dissolution Act; or

(f) [to comply with the requirements of a provider of a Qualified Reserve
Account Credit Instrument.]

Except as set forth in the preceding paragraph, this Indenture and the rights and obligations of
the Successor Agency and of the Owners may be modified or amended at any time by a
Supplemental Indenture which shall become binding when the written consent of the Owners of a
majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest, or redemption premiums (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of any Insurer or the Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall any Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent.

Section 7.02 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, the Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all of the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Section 7.03 Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the Successor Agency may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency the Owners of such Bonds shall present such Bonds for that purpose at the Principal Corporate Trust Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared at the expense of the Successor Agency and executed in exchange for any or all of the Bonds, and in that case, upon demand of the Successor Agency, the Owners of the Bonds shall present such Bonds for exchange at the Principal Corporate Trust Office of the Trustee, without cost to such Owners.

Section 7.04 Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

Section 7.05 Opinion of Counsel. Prior to executing any Supplemental Indenture, the Trustee shall be furnished an opinion of counsel, upon which it may conclusively rely to the effect that all conditions precedent to the execution of such Supplemental Indenture under the Indenture have been satisfied and such Supplemental Indenture is authorized and permitted under the Indenture and does not adversely affect the exemption of interest on the 2020 Bonds from personal income taxation by the State.

Section 7.06 Copy of Supplemental Indenture to S&P and Moody’s. The Successor Agency shall provide to S&P and Moody’s, for so long as S&P and Moody’s, as the case may be, maintain a rating on any of the Bonds (without regard to any municipal bond or financial guaranty insurance), a copy of any Supplemental Indenture at least fifteen (15) days prior to its proposed effective date.
ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01  Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made by the Successor Agency in the due and punctual payment of the principal of or interest or redemption premium (if any) on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Successor Agency in the observance of any of the covenants, agreements or conditions on its part in the Indenture or in the Bonds contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of thirty (30) days following receipt by the Successor Agency of written notice from the Trustee or written notice from any Owner (with a copy of said notice delivered to the Trustee) of the occurrence of such default, provided that if in the reasonable opinion of the Successor Agency the failure stated in the notice can be corrected, but not within such thirty (30) day period, such failure will not constitute an event of default if corrective action is instituted by the Successor Agency within such thirty (30) day period and the Successor Agency thereafter diligently and in good faith cures such failure in a reasonable period of time;

(c) If the Successor Agency files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction approves a petition by the Successor Agency seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction approves a petition by the Successor Agency seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the Successor Agency or of the whole or any substantial part of its property; or

(d) The principal of any Parity Obligation shall be declared immediately due and payable under the terms of a Parity Debt Instrument.

If an Event of Default has occurred under this Section and is continuing, the Trustee, may, and, if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee shall: (i) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the Bonds to the contrary notwithstanding; and (ii) subject to the provisions of Section 8.06, exercise any other remedies that are available to the Trustee and the Bondowners in law or at equity.

Immediately upon receiving notice or actual knowledge of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency by telephone promptly confirmed in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of
Default described in subsections (a) or (c) above the Trustee shall, and with respect to any Event of Default described in subsection (b) above the Trustee in its sole discretion may, also give such notice to the Owners by mail, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Successor Agency shall deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest (to the extent permitted by law), and the reasonable fees and expenses of the Trustee (including the allocated costs and disbursements of its in-house counsel to the extent that such services are not redundant with those provided by outside counsel) and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee shall promptly give written notice of the foregoing to the Owners of all Bonds then Outstanding, and with the prior written approval of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Trustee, may, on behalf of the Owners of all of the Bonds then Outstanding, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02 Application of Funds Upon Acceleration. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of the Indenture (including the Trustee’s share of any Pledged Tax Revenues) and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the following order upon presentation of the Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its agents, attorneys (including the allocated costs and disbursements of its in-house counsel to the extent that such services are not redundant with those provided by outside counsel) and counsel and any outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount then owing and unpaid upon the 2020 Bonds and Parity Debt for principal and interest, as applicable, with interest on the overdue principal, and installments of interest at the net effective rate then borne by the Outstanding 2020 Bonds or Parity Debt (to the extent that such interest on overdue installments of principal and interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the 2020 Bonds and Parity Debt, then to the payment of such principal and interest without preference or priority, ratably to the aggregate of such principal and interest.

Section 8.03 Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or
otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.04 Limitation on Owner’s Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Indenture, unless: (a) such Owner shall have previously given to the Successor Agency and the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under the Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of the Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of (and premium, if any) and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of the Indenture.

Section 8.05 Non-Waiver. Nothing in this Article VIII or in any other provision of the Indenture or in the Bonds shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the Pledged Tax Revenues and other amounts pledged hereunder, the principal of and interest and redemption premium (if any) on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners or the Trustee to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner or the Trustee shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners and the Trustee by the Law or by this Article VIII may be
enforced and exercised from time to time and as often as shall be deemed expedient by the Owners and the Trustee.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners or the Trustee, the Successor Agency, the Trustee and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

**Section 8.06 Actions by Trustee as Attorney-in-Fact.** Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact; provided, however, that the Trustee shall have no duty or obligation to exercise any such right or remedy unless it has been indemnified to its satisfaction from any loss, liability or expense (including fees and expenses of its outside counsel and the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel).

**Section 8.07 Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

**Section 8.08 Determination of Percentage of Bondowners.** Whenever in the Indenture the consent, direction or other action is required or permitted to be given or taken by a percentage of the Owners of an aggregate principal amount of Outstanding Bonds (including by the Owners of a majority in aggregate principal amount of the Outstanding Bonds), such percentage shall be calculated on the basis of the principal amount of the Outstanding Bonds determined as of the next succeeding Interest Payment Date.

**ARTICLE IX**

**MISCELLANEOUS**

**Section 9.01 Special Obligations.** The Bonds are special obligations of the Successor Agency secured by a pledge and lien as described in Section 4.01 hereof. The Bonds are not debts, liabilities or obligations of the City, the State or any of its political subdivisions, and neither the City, the State or any of its political subdivisions is liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those pledged by the Successor Agency. The Bonds do not constitute an indebtedness in contravention of any constitutional or statutory debt limitation or restriction.

**Section 9.02 Benefits Limited to Parties.** Nothing in the Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee and the Owners any right, remedy or claim under or by reason of the Indenture. Any covenants, stipulations, promises or
agreements in the Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 9.03 Successor is Deemed Included in All References to Predecessor. Whenever in the Indenture or any Supplemental Indenture either the Successor Agency or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all of the covenants and agreements in the Indenture contained by or on behalf of the Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.04 Discharge of Indenture. If the Successor Agency shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on all or the applicable portion of Outstanding Bonds, as and when the same become due and payable;

(b) by irrevocably depositing with the Trustee or an escrow agent, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to the Indenture, is fully sufficient to pay all or the applicable portion of Outstanding Bonds, including all principal, interest and redemption premiums, or;

(c) by irrevocably depositing with the Trustee or an escrow agent, in trust, Defeasance Obligations in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to the Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds or the applicable portion thereof (including all principal, interest and redemption premiums) at or before maturity;

and, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Section 2.03(c) or provision satisfactory to the Trustee shall have been made for the giving of such notice, then, at the election of the Successor Agency, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Pledged Tax Revenues and other amounts, funds and accounts described in Section 4.01 hereof and all other obligations of the Trustee and the Successor Agency under the Indenture shall cease and terminate with respect to all Outstanding Bonds or, if applicable, with respect to that portion of the Bonds which has been paid and discharged, except only: (i) the covenants of the Successor Agency hereunder with respect to the Code; (ii) the obligation of the Trustee to transfer and exchange Bonds hereunder; (iii) the obligations of the Successor Agency under Section 6.06 hereof; and (iv) the obligation of the Successor Agency to pay or cause to be paid to the Owners, from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee all fees, expenses and costs of the Trustee. In the event that the Successor Agency shall, pursuant to the foregoing provision, pay and discharge any portion or all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Successor Agency all such instruments as may be necessary or desirable to evidence such discharge, including, without limitation, selection by lot of Bonds of any maturity of the Bonds that the Successor Agency has determined to pay and discharge in part.
In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Successor Agency.

Section 9.05 Execution of Documents and Proof of Ownership by Owners. Any request, consent, declaration or other instrument which the Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by such Owner’s attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or such Owner’s attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which such person purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any demand, request, direction, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee and in accordance therewith, provided, however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by or for the account of the Successor Agency unless the Successor Agency is the registered Owner or the Trustee has received written notice that any other registered Owner is such an affiliate.

Section 9.06 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under the Indenture, Bonds which are owned or held by or for the account of the Successor Agency or the City (but excluding Bonds held in any employees’ retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Upon request of the Trustee, the Successor Agency shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 9.07 Waiver of Personal Liability. No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.08 Destruction of Cancelled Bonds. Whenever in the Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of the Indenture, the Trustee shall destroy such bonds and upon request of the Successor Agency provide the Successor Agency a certificate of destruction. The Successor Agency shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.
Section 9.09 Notices. Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or upon receipt when mailed by first class, registered or certified mail, postage prepaid, or sent by facsimile, addressed as follows:

If to the Successor Agency: Successor Agency to the Arcadia Redevelopment Agency
240 West Huntington Drive
Arcadia, California 91007
Attention: City Manager

If to the Trustee: The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, California 90071
Attention: Corporate Trust Department

If to the Original Purchaser: [TO COME]

The Successor Agency and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.10 Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of the Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of the Indenture. The Successor Agency hereby declares that it would have adopted the Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of the Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof, be assumed by and vest in the Finance Director of the City in trust for the benefit of the Owners. The Successor Agency covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder, in trust for the benefit of the Bonds, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof.

Section 9.11 Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Successor Agency for the payment of the principal of and interest and redemption premium (if any) on of such Bonds.
Section 9.12 Execution in Counterparts. The Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.13 Governing Law. The Indenture shall be construed and governed in accordance with the laws of the State.
IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE ARCADIA
REDEVELOPMENT AGENCY has caused the Indenture to be signed in its name by its Executive
Director, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its
acceptance of the trusts created hereunder, has caused the Indenture to be signed in its corporate
name by its officer thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE ARCADIA
REDEVELOPMENT AGENCY

By: ______________________________
    Executive Director

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: ______________________________
    Authorized Officer
EXHIBIT A

(FORM OF 2020 BOND)

THE REGISTERED OWNER OF THIS BOND ACKNOWLEDGES AND AGREES THAT THIS BOND MAY ONLY BE TRANSFERRED UPON SATISFACTION OF THE REQUIREMENTS IN THE INDENTURE, INCLUDING THE DELIVERY TO THE TRUSTEE OF AN INVESTOR LETTER IN THE FORM REQUIRED BY THE INDENTURE. ANY TRANSFER OF THIS BOND IN VIOLATION OF THE TRANSFER RESTRICTIONS CONTAINED IN THE INDENTURE SHALL BE VOID AND OF NO EFFECT.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

SUCCESSOR AGENCY TO THE
ARCADIA REDEVELOPMENT AGENCY
CENTRAL REDEVELOPMENT PROJECT
TAX ALLOCATION REFUNDING BOND, SERIES 2020A (FEDERALLY TAXABLE)

INTEREST RATE: ______%  MATURITY DATE: September 1, 20__
DATED DATE: _____ __, 2020
[CUSIP:]

REGISTERED OWNER: _____

PRINCIPAL SUM: ____________________________________ DOLLARS

The SUCCESSOR AGENCY TO THE ARCADIA REDEVELOPMENT AGENCY, a public entity that is duly existing under and by virtue of the laws of the State of California (the “Successor Agency”), for value received, hereby promises to pay to the Registered Owner stated above, or registered assigns (the “Registered Owner”), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for, if any), the Principal Sum stated above and to pay interest thereon from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond, unless: (i) this Bond is authenticated after the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day (the “Record Date”) and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) this Bond is authenticated on or before [February 15, 2021], in which event it shall bear interest from the Dated Date above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, until payment of such Principal Sum in full, at the Interest Rate per annum stated above, payable semiannually on March 1 and September 1 in each year, commencing [March 1, 2021] (each an “Interest Payment
Date”), calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof and premium, if any, upon redemption hereof, if any, are payable in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office (the “Principal Corporate Trust Office”) of The Bank of New York Mellon Trust Company, N.A., in Los Angeles, California, as trustee (the “Trustee”). Interest hereon (including the final interest payment upon maturity or redemption) is payable when due by check or draft of the Trustee mailed on the Interest Payment Date to the Registered Owner hereof at the Registered Owner’s address as it appears on the Registration Books maintained by the Trustee at the close of business on the preceding Record Date; provided however, that at the written request of any Registered Owner of at least $1,000,000 aggregate principal amount of the Bonds (as defined below), which written request is on file with the Trustee on any Record Date, interest hereon shall be paid by wire to such account in the United States as is specified in such written request.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as “Successor Agency to the Arcadia Redevelopment Agency Tax Allocation Refunding Bonds, Series 2020A (Federally Taxable)” (the “Bonds”), of an aggregate principal amount of $________, all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, or redemption, if any, and other provisions) and all issued pursuant to the provisions of Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State (the “Refunding Law”), the Dissolution Act (as such term is defined in the Indenture), and the Community Redevelopment Law, constituting Part 1 of Division 24 of the California Health and Safety Code (the “Law”), and pursuant to an Indenture of Trust, dated as of _____ 1, 2020 (the “Indenture”), entered into by and between the Successor Agency and the Trustee, providing for the issuance of the Bonds.

The Bonds are being issued in the form of registered Bonds without coupons. Additional Parity Debt may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Pledged Tax Revenues (as that term is defined in the Indenture), the rights thereunder of the Registered Owners of the Bonds, the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees. Capitalized terms which are not otherwise defined herein shall have the meanings given them in the Indenture.

Notwithstanding anything herein or in the Indenture to the contrary, so long as the Bonds are owned by ________ (the “Original Purchaser”): (i) the Trustee shall pay principal of and interest and redemption premium on the Bonds when due by wire transfer in immediately available funds to the Original Purchaser in accordance with the wire transfer instructions set forth in the Indenture (or such other wire instructions as shall be filed by the Original Purchaser with the Trustee from time to time); (ii) payments of principal on the bonds shall be made without the requirement for presentation and surrender of the Bonds by the Owner; and (iii) the Trustee shall not be required to give notice to the Original Purchaser of the sinking fund payments described in the Indenture.

The Bonds have been issued by the Successor Agency for the purpose of providing funds to refinance certain bonds with respect to the Project Area (as such term is defined in the Indenture) and to pay certain expenses of the Successor Agency in issuing the Bonds.
The Bonds are special obligations of the Successor Agency and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are secured by a statutory pledge of, and lien on, Pledged Tax Revenues deposited in or available for deposit into the Redevelopment Property Tax Trust Fund held by the Auditor-Controller of the County of Los Angeles, subject to the payment of the County’s administrative charges and certain amounts to taxing entities pursuant to the Dissolution Act, and a pledge of, security interest in and lien on the Pledged Tax Revenues, as more fully described in the Indenture, on deposit in the Redevelopment Obligation Retirement Fund, including the Special Fund therein, and the Debt Service Fund and any fund or account created under the Indenture, and are payable from Pledged Tax Revenues remaining after payment of certain amounts to certain taxing entities as provided in the Dissolution Act and the Indenture.

There has been created, and will be maintained by, the Successor Agency the Special Fund (as defined in the Indenture), into which Pledged Tax Revenues deposited by the Auditor-Controller of the County of Los Angeles in the Redevelopment Obligation Retirement Fund shall be transferred and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds and any additional Bonds (as defined in the Indenture).

[The Bonds are subject to optional and mandatory sinking fund redemption as described in the Indenture.]

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, tenor and maturity.

This Bond is transferable upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender to the Trustee at the Principal Corporate Trust Office for cancellation, but only in the manner and subject to the limitations provided in the Indenture. Notwithstanding the foregoing, ownership of the Bonds may be transferred in whole only, but only to a person or persons: (i) that the Owner reasonably believes is a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended; and (ii) that executes and delivers to the Trustee an investor letter in substantially the form attached to the Indenture as Exhibit B. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same series, tenor and maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange: (a) any Bond during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, if any; or (b) any Bond selected for redemption, if any.
The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the Registered Owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall: (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the Registered Owner of such Bond; or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall a Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In no event shall any Supplemental Indenture modify any of the rights or obligations of any Issuer without its prior written consent.

This Bond is not a debt, liability or obligation of the City of Arcadia, the State of California or any of its political subdivisions, and neither said City, said State or any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those pledged by the Successor Agency. The Bonds do not constitute an indebtedness in contravention of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee’s Certificate of Authentication hereon shall have been manually signed by the Trustee.
IN WITNESS WHEREOF, the Successor Agency to the Arcadia Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the manual or facsimile signature of its Executive Director as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE ARCADIA REDEVELOPMENT AGENCY

By: __________________________________________

Executive Director
TRUSTEE’S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: _________ __, 20__

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

By: ________________________________
    Authorized Signatory
(FORM OF ASSIGNMENT)

For value received the undersigned hereby sells, assigns and transfers unto

__________________________________________

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and hereby irrevocably constitute(s) and appoint(s) attorney,
to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: __________________________

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.
Successor Agency to the Arcadia Redevelopment Agency
Arcadia, California

The Bank Of New York Mellon Trust Company, N.A.,
Los Angeles, California

Stradling Yocca Carlson & Rauth, a Professional Corporation
Newport Beach, California

Ladies and Gentlemen:

The undersigned (the “Investor”) hereby acknowledges receipt of $_________ in aggregate principal amount of the above-captioned bonds (the “Bonds”), dated __________ __, 2020 in fully registered form and bearing interest from the date thereof. The Bonds have been issued pursuant to an Indenture of Trust, dated as of _____ 1, 2020 (the “Indenture”), entered into by and between the Successor Agency to the Arcadia Redevelopment Agency (the “Agency”) and The Bank Of New York Mellon Trust Company, N.A., as trustee.

In connection with the sale of the Bond to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor hereby certifies that it is a “qualified institutional buyer” within the meaning of Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended (the “Act”) and applicable state securities laws.

2. The Investor (a) is a bank, any entity directly or indirectly controlled by a bank or under common control with a bank, and is not a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934 or a consortium of such entities; and (b) has the present intent to hold the Bond in its loan account to maturity or earlier redemption or mandatory tender; provided, however, that the Investor shall not be precluded from transferring, participating or assigning its interest in the Bond in accordance with the terms and conditions set forth in the Indenture. The Investor understands that it may need to bear the risks of holding this loan for an indefinite period of time, since a sale of the Bond, or any portion thereof, may not be possible. The Investor is not participating, directly or indirectly, in a distribution of the Bond and will not take, or
cause to be taken, any action that would cause the Investor to be deemed an “underwriter” of such Bond as defined in Section 2(a)(11) of the Act. The Investor understands that the Agency has no obligation to register the Bond for resale under the Act. The Investor further understands that the Bond is being sold in a transaction that is exempt from the registration requirements of the Act. The Investor acknowledges that the Agency will not be entering into a continuing disclosure agreement for the Bond pursuant to Section 15c2-12 of the Securities Exchange Act of 1934, as amended; provided, however, that the Agency has agreed to provide certain ongoing information to the Investor.

3. The Investor has received and carefully read all information and other items of disclosure relating to the Agency and the Bond that the Investor has deemed material for it to make an informed lending decision with respect to its purchase of the Bond and, in connection therewith, has had access to all other materials, books, records, documents, and information relating to the Agency and the Bond, and has been able to verify the accuracy of, and supplement, the information contained therein.

4. The Investor acknowledges that it has either been supplied with or been given access to information, financial statements or other financial information, which it has requested from the Agency and to which a reasonable lender would attach significance in making a credit decision. The Investor has had an opportunity to ask questions of, and receive satisfactory answers from, duly designated representatives of the Agency concerning the terms and conditions pursuant to which the offer to purchase the Bond is being made, and is satisfied with the information provided in response to its requests, and is satisfied that its request for such information has been fully complied with by the Agency.

5. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of making a loan of the proceeds of the Bond based upon (i) the information furnished to it by the Agency; (ii) its or such representative’s personal knowledge of the business and affairs of the Agency; (iii) such additional information as it or such representative may have requested and have received from the Agency; and (iv) the independent inquiries and investigations undertaken by it or such representative.

6. The Investor understands that the purchase of the Bond involves significant credit risks and represents that it can bear the economic risk of loss of the Bond.

7. The signatory of this letter is a duly authorized officer of the Investor with the authority to sign this letter on behalf of the Investor, and this letter has been duly authorized, executed, and delivered by the Investor.

8. The Investor acknowledges and agrees that the sale, transfer or other disposition of the Bond must be in accordance with the provisions of the Indenture and all applicable securities laws.

9. The Investor has been informed that the Bond (i) has not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange and (iii) will carry no rating from any rating service.
10. All of the representations contained in this letter shall survive the execution and delivery of the Bonds to us as representations of fact existing as of the date of execution and delivery of this letter. The Investor acknowledges that the sale of the Bond to the Investor is made in reliance upon the certifications, representations and warranties herein by the addressees hereof.

Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Indenture.

[INVESTOR]

By: ___________________________
Its: ___________________________
Attachment No. 3

Escrow Agreement – 2001A Bonds
ESCROW AGREEMENT (2001A BONDS)

THIS ESCROW AGREEMENT (2001A BONDS), dated as of _____ 1, 2020 (the “Agreement”), by and between the Successor Agency to the Arcadia Redevelopment Agency (the “Agency”) and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”) and as 2001A Trustee (as such term is defined herein), is entered into in accordance with a resolution of the Agency adopted on _____ __, 2020, and an Indenture of Trust, dated as of May 1, 2001 (the “2001A Indenture”), by and between the Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2001A Trustee”). This Agreement is entered into to refund all of the outstanding Arcadia Redevelopment Agency Tax Allocation Bonds (Central Redevelopment Project) Series 2001A (the “2001A Bonds”).

RECITALS

A. Pursuant to the 2001A Indenture, the Arcadia Redevelopment Agency previously issued the 2001A Bonds in the aggregate principal amount of $11,655,000, of which $[2,155,000] is currently outstanding.

B. The Agency is the successor to the Arcadia Redevelopment Agency.

C. The Agency has determined to issue its Central Redevelopment Project Tax Allocation Refunding Bonds, Series 2020A (Federally Taxable) (the “2020 Bonds”), a portion of the proceeds of which will be applied to pay, on [30 DAYS AFTER CLOSING], 2020 (the “Redemption Date”), the principal of the outstanding 2001A Bonds maturing after the Redemption Date, plus interest thereon accrued to the Redemption Date, without premium (the “Redemption Price”).

D. The Agency will irrevocably deposit moneys with the Escrow Agent, which moneys will be used to purchase the securities that are described on Schedule A (the “Federal Securities”) (as permitted by, in the manner prescribed by and all in accordance with the 2001A Indenture). Such Federal Securities satisfy the criteria established for “Defeasance Securities” in Section 9.3 of the 2001A Indenture, and the principal of and interest on such Federal Securities when paid, together with other moneys contributed by the Agency, will provide funds which will be fully sufficient to pay and discharge the 2001A Bonds.

AGREEMENT

SECTION 1. Deposit of Moneys. The Agency will cause The Bank of New York Mellon Trust Company, N.A., as trustee for the 2020 Bonds, to transfer a portion of the proceeds of the 2020 Bonds in the amount of $_____ on the date of issuance of the 2020 Bonds to the Escrow Agent for deposit in the Escrow Fund established hereunder. The Agency also hereby directs the 2001A Trustee to transfer $____ held in the funds and accounts relating to the 2001A Bonds to the Escrow Agent for deposit in the Escrow Fund.

The Escrow Agent will hold such amounts in an irrevocable escrow separate and apart from other funds of the Agency and the Escrow Agent in a fund hereby created and established to be known as the “Escrow Fund” and to be applied solely as provided in this Agreement. The Agency
represents that the sum of the amounts set forth above are at least equal to an amount that is sufficient to purchase the Federal Securities listed on Schedule A, and to hold $___ uninvested as cash.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees immediately to invest $_____ of such moneys in the Federal Securities listed on Schedule A and to deposit such Federal Securities in the Escrow Fund. The Escrow Agent shall be entitled to rely upon the conclusion of ___(the “Verification Agent”) that the Federal Securities listed on Schedule A mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay, on the Redemption Date, the Redemption Price of the outstanding 2001A Bonds maturing after the Redemption Date.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the Agency, together with an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that reinvestment is permitted under the legal documents in effect with respect to the 2001A Bonds and will not have an adverse effect on the tax status of the 2001A Bonds, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Federal Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable Federal Securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, at the written direction of the Agency, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions and acceptable to the Bond Insurer (as such term is defined in the 2001A Indenture) to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay, on the Redemption Date, the Redemption Price of the outstanding 2001A Bonds maturing after the Redemption Date. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the Agency with respect to the refunding of the 2001A Bonds or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions, shall be paid to the Agency promptly upon the receipt of such interest income by the Escrow Agent.

SECTION 4. Substitution of Securities. Upon the written request of the Agency, and subject to the conditions and limitations that are set forth herein and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Federal Securities, provided that there are substituted therefor from the proceeds of the Federal Securities other Federal Securities, but only after the Agency has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the 2001A Bonds and will not have an adverse effect on the tax status of the 2001A Bonds; and (ii) a report by a firm of independent certified public accountants acceptable to the Bond Insurer to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay, on the Redemption Date, the Redemption Price of the outstanding 2001A Bonds maturing after the Redemption Date. The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.
SECTION 5. Payment of 2001A Bonds.

(a) **Payment.** From the maturing principal of the Federal Securities and the investment income and other earnings thereon and other moneys on deposit in the Escrow Fund, the Escrow Agent shall transfer to the 2001A Trustee for the 2001A Trustee to pay, on the Redemption Date, the Redemption Price of the 2001A Bonds maturing after the Redemption Date, as indicated on Schedule A.

(b) **Irrevocable Instructions to Provide Notice.** The notices that are required to be mailed pursuant to Sections 2.3(c) and 9.3 of the 2001A Indenture are substantially in the forms attached hereto as Exhibits A and B. The Agency hereby irrevocably instructs the 2001A Trustee to mail a notice of redemption and a notice of defeasance of the 2001A Bonds to the parties that described in and otherwise in accordance with Sections 2.3(c) and 9.3 of the 2001A Indenture (including the Municipal Securities Rulemaking Board and the Bond Insurer), respectively, as required to provide for the redemption and defeasance of the 2001A Bonds in accordance with this Section 5.

(c) **Unclaimed Moneys.** Any moneys in the Escrow Fund which remain unclaimed after the Redemption Date shall be repaid by the Escrow Agent to the Agency.

(d) **Priority of Payments.** The owners of the 2001A Bonds shall have a first and exclusive lien on all moneys and securities in the Escrow Fund until such moneys and such securities are used and applied as provided in this Agreement.

(e) **Termination of Obligation.** As provided in the 2001A Indenture, upon the deposit of moneys with the Escrow Agent in the Escrow Fund as set forth in Section 1, the pledge of the Tax Revenues and other funds provided for in the 2001A Indenture and all other obligations of the Trustee and the Agency thereunder with respect to the 2001A Bonds shall cease and terminate, except as set forth in the 2001A Indenture.

SECTION 6. Application of Certain Terms of the 2001A Indenture. All of the terms of the 2001A Indenture relating to the making of payments of principal of and interest on the 2001A Bonds and relating to the exchange or transfer of the 2001A Bonds are incorporated in this Agreement as if set forth in full herein. The procedures set forth in Article VI of the 2001A Indenture relating to the resignation and removal and merger of the 2001A Trustee are also incorporated in this Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

SECTION 7. Performance of Duties. The Escrow Agent agrees to perform only the duties that are set forth herein and shall have no responsibility to take any action or omit to take any action that is not set forth herein.

SECTION 8. Escrow Agent’s Authority to Make Investments. Except as provided in Sections 2, 3 and 4 hereof, the Escrow Agent shall have no power or duty to invest any funds that are held hereunder or to sell, transfer or otherwise dispose of the moneys or securities that are held hereunder.

SECTION 9. Indemnity. The Agency hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect,
save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the Escrow Agent at any time (whether or not also indemnified against the same by the Agency or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Agency shall not be required to indemnify the Escrow Agent against the Escrow Agent’s own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent’s respective employees. In no event shall the Agency or the Escrow Agent be liable to any person by reason of the transactions that are contemplated hereby other than to each other as set forth in this Section. The indemnities that are contained in this Section shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the sufficiency of the moneys held in the Escrow Fund to pay the 2001A Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent that is made in good faith in the conduct of its duties. The recitals of fact that are contained herein shall be taken as the statements of the Agency, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the 2001A Bonds or to the validity of this Agreement as to the Agency and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. In no event shall the Escrow Agent be liable for any special indirect or consequential damages. The Escrow Agent may consult with counsel, who may or may not be counsel to the Agency, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the Agency.

No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Agreement and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system
specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the Agency shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Agency whenever a person is to be added or deleted from the listing. If the Agency elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent’s understanding of such Instructions shall be deemed controlling. The Agency understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Agency. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that they are fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Agency; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Escrow Agent shall furnish the Agency with periodic cash transaction statements which include detail for all investment transactions effected by the Escrow Agent or brokers selected by the Agency, provided that the Escrow Agent is not obligated to provide an accounting for any fund or account that: (a) has a balance of $0.00; and (b) has not had any activity since the last reporting date. Upon the Agency’s election, such statements will be delivered via the Escrow Agent’s online service and upon electing such service, paper statements will be provided only upon request. The Agency waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The Agency further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of Securities that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the Agency with respect to escrowed funds which were to be invested in securities. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold funds uninvested and without liability for interest until receipt of further written instructions from the Agency. In the absence of investment instructions from the Agency, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the Agency’s selection of an alternative investment as a determination of the alternative investment’s legality and suitability and shall not be liable for any
losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent may conclusively rely, as to the trust and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent in accordance with this Agreement and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any facts or matter stated in such notice, instruction, request, certificate or opinion.

The liability of the Escrow Agent to make any payments under the Agreement shall be limited to the funds in the Escrow Fund.

SECTION 11. Amendments. This Agreement is made for the benefit of the Agency, the Bond Insurer and the owners from time to time of the 2001A Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent, the Bond Insurer and the Agency; provided, however, that the Agency and the Escrow Agent may, with the prior written consent of the Bond Insurer, but without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement or the 2001A Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the 2001A Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various 2001A Bonds or that any instrument that is executed hereunder complies with the conditions and provisions of this Section. The Bond Insurer shall be an express third party beneficiary of the provisions granting rights to it hereunder and of the provisions relating to the 2001A Bonds and the Escrow Fund.

SECTION 12. Notice to Rating Agencies. In the event that this agreement or any provision thereof is severed, amended or revoked, the Escrow Agent shall provide written notice of such severance, amendment or revocation to the rating agencies then rating the 2001A Bonds.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the 2001A Bonds have been paid in accordance with this Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this Agreement. Funds remaining in the Escrow Fund after payment in full of the 2001A Bonds shall be transferred to the Agency.
SECTION 14. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the Agency and any other reasonable fees and expenses of the Escrow Agent; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services that are rendered or expenses incurred by the Escrow Agent under this Agreement.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Agency or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void, shall be deemed separate from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 18. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the Agency in which is located the office of the Escrow Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period from and after such nominal date.

SECTION 19. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the Agency.

SECTION 20. Reorganization of Escrow Agent. Notwithstanding anything to the contrary contained in this Agreement, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent is a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without execution or filing of any paper or any paper or further act, if such company is eligible to serve as Escrow Agent.

SECTION 21. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and investments in the Escrow Fund, including the anticipated proceeds thereof and earnings thereon, will not be sufficient to make all payments required by this Agreement, the Escrow Agent shall notify the Agency in writing of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency.

SECTION 22. Notices. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at 400 South Hope Street, Suite 500, Los Angeles, California 90071, Attention: Corporate Trust,
Reference: Arcadia Redevelopment Agency, Series 2001A. Any notice to or demand upon the Agency shall be deemed to have been sufficiently given or served for all purposes by being sent by facsimile or other electronic transmission, overnight mail or courier or mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the Agency at 240 West Huntington Drive, P.O. Box 60021, Arcadia, California 91006 (or such other address as may have been filed in writing by the Agency with the Escrow Agent).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

SUCCESSOR AGENCY TO THE ARCADIA REDEVELOPMENT AGENCY

By: ____________________________
    Executive Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Agent and 2001A Trustee

By: ____________________________
    Authorized Officer
SCHEDULE A

ESCROW REQUIREMENTS

Moneys deposited in the Escrow Fund shall be invested as follows:

<table>
<thead>
<tr>
<th>Security</th>
<th>Maturity</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[REDEMPTION DATE], 2020</td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

The escrow requirements for the 2001A Bonds are as follows:

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal Paid</th>
<th>Principal Redeemed</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[REDEMPTION DATE], 2020</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Schedule A-1
EXHIBIT A

NOTICE OF FULL OPTIONAL REDEMPTION

ARCADIA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS (CENTRAL REDEVELOPMENT PROJECT)
SERIES 2001A

BASE CUSIP 039065

NOTICE IS HEREBY GIVEN to the owners of the above-captioned obligations (the “2001A Bonds”), which were issued pursuant to the Indenture of Trust, dated as of May 1, 2001 (the “2001A Indenture”), by and between the Arcadia Redevelopment Agency (the “Agency”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2001A Trustee”), that 2001A Bonds in the amount of $2,155,000 have been called for redemption on [30 DAYS AFTER CLOSING], 2020 (the “Redemption Date”). The 2001A Bonds were originally issued on June 5, 2001 and are described in the following table.

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Maturity (May 1)</th>
<th>Principal Amount</th>
<th>Rate</th>
<th>Redemption Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>BP1</td>
<td>2023</td>
<td>$2,155,000</td>
<td>5.125%</td>
<td>100%</td>
</tr>
</tbody>
</table>

The 2001A Bonds will be payable on the Redemption Date at a Redemption Price of 100% of the principal amount plus accrued interest to such date (the “Redemption Price”). The Redemption Price of the 2001A Bonds will become due and payable on the Redemption Date. Interest on the 2001A Bonds will cease to accrue and be payable from and after the Redemption Date, and such 2001A Bonds will be surrendered to the 2001A Trustee.

To receive payment on the Redemption Date, owners of the 2001A Bonds should present and surrender said 2001A Bonds on the Redemption Date at the address of the 2001A Trustee set forth below:

First Class/Registered/Certified
The Bank of New York Mellon
Global Corporate Trust
P.O. Box 2320
Dallas, Texas 75221-2320

Express Delivery Only
The Bank of New York Mellon
Global Corporate Trust
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

By Hand Only
The Bank of New York Mellon
Global Corporate Trust
240 Greenwich Street, 1st Floor East
New York, New York 10286

Additional information regarding the foregoing actions may be obtained from The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, Bondholder Relations, telephone number (800) 254-2826.

A form W-9 must be submitted with the 2001A Bonds. Failure to provide a completed form W-9 will result in 31% backup withholding pursuant to the Interest and Dividend Tax Compliance Act of 1983. Under the Tax Cuts and Jobs Act of 2017, 24% will be withheld if the tax identification number is not properly certified.

Exhibit A-1
If the owner of any 2001A Bond fails to deliver such 2001A Bond to the 2001A Trustee on the Redemption Date, such 2001A Bond shall nevertheless be deemed redeemed on the Redemption Date and the owner of such 2001A Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds held by the 2001A Trustee for such payment.

Note:  The Successor Agency to the Arcadia Redevelopment Agency and the 2001A Trustee shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness in the notice or as printed on any 2001A Bond. They are included solely for the convenience of the holders.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as 2001A Trustee

[CLOSING DATE], 2020
EXHIBIT B

NOTICE OF DEFEASANCE

ARCADIA REDEVELOPMENT AGENCY
TAX ALLOCATION BONDS (CENTRAL REDEVELOPMENT PROJECT)
SERIES 2001A

BASE CUSIP 039065

NOTICE IS HEREBY GIVEN to the owners of the above-captioned obligations (the “2001A Bonds”), which were issued pursuant to the Indenture of Trust, dated as of May 1, 2001 (the “2001A Indenture”), by and between the Successor Agency to the Arcadia Redevelopment Agency (the “Agency”), as successor to the Arcadia Redevelopment Agency, and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2001A Trustee”), that the Agency has deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”), cash and federal securities, the principal of and interest on which when paid will provide moneys sufficient to pay on [30 DAYS AFTER CLOSING], 2020, the principal of all outstanding 2001A Bonds maturing after such date, plus accrued interest thereon to such date. The 2001A Bonds were originally issued on June 5, 2001 and are described in the following table.

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Maturity (May 1)</th>
<th>Principal Amount</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BP1</td>
<td>2023</td>
<td>$2,155,000</td>
<td>5.125%</td>
</tr>
</tbody>
</table>

In accordance with the 2001A Indenture: (i) the pledge of the Tax Revenues and other funds provided for in the 2001A Indenture and all other obligations of the Trustee and the Agency thereunder with respect to the 2001A Bonds has ceased and terminated, except as set forth in the 2001A Indenture; and (ii) all obligations of the Agency under the Continuing Disclosure Agreement, dated as of May 1, 2001, by and between the Agency, as successor to the Arcadia Redevelopment Agency, and the 2001A Trustee, as dissemination agent, relating to the 2001A Bonds, have been terminated as of the date hereof.

No representation is made as to the correctness of the CUSIP number either as printed on any 2001A Bond or as contained herein and any error in the CUSIP number shall not affect the validity of the proceedings for redemption of the 2001A Bonds.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as 2001A Trustee

[CLOSING DATE], 2020

Exhibit B-1
Attachment No. 4
Escrow Agreement – 2010 Bonds
ESCROW AGREEMENT (2010 BONDS)

THIS ESCROW AGREEMENT (2010 BONDS), dated as of _____ 1, 2020 (the “Agreement”), by and between the Successor Agency to the Arcadia Redevelopment Agency (the “Agency”) and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”) and as 2010 Trustee (as such term is defined herein), is entered into in accordance with a resolution of the Agency adopted on _____ __, 2020, and an Indenture of Trust, dated as of September 1, 2010 (the “2010 Indenture”), by and between the Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2010 Trustee”). This Agreement is entered into to refund all of the outstanding Arcadia Redevelopment Agency Central Redevelopment Project Subordinate Tax Allocation Bonds, Series 2010 (Taxable) (the “2010 Bonds”).

RECITALS

A. Pursuant to the 2010 Indenture, the Arcadia Redevelopment Agency previously issued the 2010 Bonds in the aggregate principal amount of $19,830,000, of which $[10,900,000] is currently outstanding.

B. The Agency is the successor to the Arcadia Redevelopment Agency.

C. The Agency has determined to issue its Central Redevelopment Project Tax Allocation Refunding Bonds, Series 2020A (Federally Taxable) (the “2020 Bonds”), a portion of the proceeds of which will be applied to pay, on [30 DAYS AFTER REDEMPTION NOTICE DELIVERED], 2020 (the “Redemption Date”), the principal of the outstanding 2010 Bonds maturing after the Redemption Date, plus interest thereon accrued to the Redemption Date, without premium (the “Redemption Price”).

D. The Agency will irrevocably deposit moneys with the Escrow Agent, which moneys will be used to purchase the securities that are described on Schedule A (the “Federal Securities”) (as permitted by, in the manner prescribed by and all in accordance with the 2010 Indenture). Such Federal Securities satisfy the criteria established for “Defeasance Securities” in Section 9.03 of the 2010 Indenture, and the principal of and interest on such Federal Securities when paid, together with other moneys contributed by the Agency, will provide funds which will be fully sufficient to pay and discharge the 2010 Bonds.

AGREEMENT

SECTION 1. Deposit of Moneys. The Agency will cause The Bank of New York Mellon Trust Company, N.A., as trustee for the 2020 Bonds, to transfer a portion of the proceeds of the 2020 Bonds in the amount of $_____ on the date of issuance of the 2020 Bonds to the Escrow Agent for deposit in the Escrow Fund established hereunder. The Agency also hereby directs the 2010 Trustee to transfer $____ held in the funds and accounts relating to the 2010 Bonds to the Escrow Agent for deposit in the Escrow Fund.

The Escrow Agent will hold such amounts in an irrevocable escrow separate and apart from other funds of the Agency and the Escrow Agent in a fund hereby created and established to be known as the “Escrow Fund” and to be applied solely as provided in this Agreement. The Agency
represents that the sum of the amounts set forth above are at least equal to an amount that is sufficient to purchase the Federal Securities listed on Schedule A, and to hold $___ uninvested as cash.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees immediately to invest $_____ of such moneys in the Federal Securities listed on Schedule A and to deposit such Federal Securities in the Escrow Fund. The Escrow Agent shall be entitled to rely upon the conclusion of ____ (the “Verification Agent”) that the Federal Securities listed on Schedule A mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay, on the Redemption Date, the Redemption Price of the outstanding 2010 Bonds maturing after the Redemption Date.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the Agency, together with an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that reinvestment is permitted under the legal documents in effect with respect to the 2010 Bonds and will not have an adverse effect on the tax status of the 2010 Bonds, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Federal Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable Federal Securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, at the written direction of the Agency, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay, on the Redemption Date, the Redemption Price of the outstanding 2010 Bonds maturing after the Redemption Date. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the Agency with respect to the refunding of the 2010 Bonds or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions, shall be paid to the Agency promptly upon the receipt of such interest income by the Escrow Agent.

SECTION 4. Substitution of Securities. Upon the written request of the Agency, and subject to the conditions and limitations that are set forth herein and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Federal Securities, provided that there are substituted therefor from the proceeds of the Federal Securities other Federal Securities, but only after the Agency has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the 2010 Bonds and will not have an adverse effect on the tax status of the 2010 Bonds; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay, on the Redemption Date, the Redemption Price of the outstanding 2010 Bonds maturing after the Redemption Date. The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.
SECTION 5. Payment of 2010 Bonds.

(a) Payment. From the maturing principal of the Federal Securities and the investment income and other earnings thereon and other moneys on deposit in the Escrow Fund, the Escrow Agent shall transfer to the 2010 Trustee for the 2010 Trustee to pay, on the Redemption Date, the Redemption Price of the 2010 Bonds maturing after the Redemption Date, as indicated on Schedule A.

(b) Irrevocable Instructions to Provide Notice. The notices that are required to be mailed pursuant to Sections 2.03(b) and 9.03 of the 2010 Indenture are substantially in the forms attached hereto as Exhibits A and B. The Agency has previously instructed the 2010 Trustee to deliver the notice of redemption of the 2010 Bonds in accordance with Section 2.03(b) of the 2010 Indenture. The Agency hereby irrevocably instructs the 2010 Trustee to mail a notice of defeasance of the 2010 Bonds to the parties that described in and otherwise in accordance with Section 9.03 of the 2010 Indenture (including the Municipal Securities Rulemaking Board), as required to provide for the defeasance of the 2010 Bonds in accordance with this Section 5.

(c) Unclaimed Moneys. Any moneys in the Escrow Fund which remain unclaimed after the Redemption Date shall be repaid by the Escrow Agent to the Agency.

(d) Priority of Payments. The owners of the 2010 Bonds shall have a first and exclusive lien on all moneys and securities in the Escrow Fund until such moneys and such securities are used and applied as provided in this Agreement.

(e) Termination of Obligation. As provided in the 2010 Indenture, upon the deposit of moneys with the Escrow Agent in the Escrow Fund as set forth in Section 1, the pledge of the Tax Revenues and other funds provided for in the 2010 Indenture and all other obligations of the Agency thereunder with respect to the 2010 Bonds shall cease and terminate, except as set forth in the 2010 Indenture.

SECTION 6. Application of Certain Terms of the 2010 Indenture. All of the terms of the 2010 Indenture relating to the making of payments of principal of and interest on the 2010 Bonds and relating to the exchange or transfer of the 2010 Bonds are incorporated in this Agreement as if set forth in full herein. The procedures set forth in Article VI of the 2010 Indenture relating to the resignation and removal and merger of the 2010 Trustee are also incorporated in this Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

SECTION 7. Performance of Duties. The Escrow Agent agrees to perform only the duties that are set forth herein and shall have no responsibility to take any action or omit to take any action that is not set forth herein.

SECTION 8. Escrow Agent’s Authority to Make Investments. Except as provided in Sections 2, 3 and 4 hereof, the Escrow Agent shall have no power or duty to invest any funds that are held hereunder or to sell, transfer or otherwise dispose of the moneys or securities that are held hereunder.

SECTION 9. Indemnity. The Agency hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect,
save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the Escrow Agent at any time (whether or not also indemnified against the same by the Agency or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Agency shall not be required to indemnify the Escrow Agent against the Escrow Agent’s own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent’s respective employees. In no event shall the Agency or the Escrow Agent be liable to any person by reason of the transactions that are contemplated hereby other than to each other as set forth in this Section. The indemnities that are contained in this Section shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the sufficiency of the moneys held in the Escrow Fund to pay the 2010 Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent that is made in good faith in the conduct of its duties. The recitals of fact that are contained herein shall be taken as the statements of the Agency, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the 2010 Bonds or to the validity of this Agreement as to the Agency and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. In no event shall the Escrow Agent be liable for any special indirect or consequential damages. The Escrow Agent may consult with counsel, who may or may not be counsel to the Agency, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the Agency.

No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Agreement and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system
specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the Agency shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Agency whenever a person is to be added or deleted from the listing. If the Agency elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent’s understanding of such Instructions shall be deemed controlling. The Agency understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Agency. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that they are fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Agency; (iii) the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Escrow Agent shall furnish the Agency with periodic cash transaction statements which include detail for all investment transactions effected by the Escrow Agent or brokers selected by the Agency, provided that the Escrow Agent is not obligated to provide an accounting for any fund or account that: (a) has a balance of $0.00; and (b) has not had any activity since the last reporting date. Upon the Agency’s election, such statements will be delivered via the Escrow Agent’s online service and upon electing such service, paper statements will be provided only upon request. The Agency waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The Agency further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of Securities that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the Agency with respect to escrowed funds which were to be invested in securities. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold funds uninvested and without liability for interest until receipt of further written instructions from the Agency. In the absence of investment instructions from the Agency, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the Agency’s selection of an alternative investment as a determination of the alternative investment’s legality and suitability and shall not be liable for any
losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent may conclusively rely, as to the trust and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent in accordance with this Agreement and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any facts or matter stated in such notice, instruction, request, certificate or opinion.

The liability of the Escrow Agent to make any payments under the Agreement shall be limited to the funds in the Escrow Fund.

SECTION 11. Amendments. This Agreement is made for the benefit of the Agency and the owners from time to time of the 2010 Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the Agency; provided, however, that the Agency and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement or the 2010 Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the 2010 Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various 2010 Bonds or that any instrument that is executed hereunder complies with the conditions and provisions of this Section.

SECTION 12. Notice to Rating Agencies. In the event that this agreement or any provision thereof is severed, amended or revoked, the Escrow Agent shall provide written notice of such severance, amendment or revocation to the rating agencies then rating the 2010 Bonds.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the 2010 Bonds have been paid in accordance with this Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this Agreement. Funds remaining in the Escrow Fund after payment in full of the 2010 Bonds shall be transferred to the Agency.

SECTION 14. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the Agency and any other reasonable fees and expenses of the Escrow Agent; provided, however, that under no circumstances shall the Escrow
Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services that are rendered or expenses incurred by the Escrow Agent under this Agreement.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Agency or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void, shall be deemed separate from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 18. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the Agency in which is located the office of the Escrow Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period from and after such nominal date.

SECTION 19. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the Agency.

SECTION 20. Reorganization of Escrow Agent. Notwithstanding anything to the contrary contained in this Agreement, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent is a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without execution or filing of any paper or any paper or further act, if such company is eligible to serve as Escrow Agent.

SECTION 21. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and investments in the Escrow Fund, including the anticipated proceeds thereof and earnings thereon, will not be sufficient to make all payments required by this Agreement, the Escrow Agent shall notify the Agency in writing of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency.

SECTION 22. Notices. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at 400 South Hope Street, Suite 500, Los Angeles, California 90071, Attention: Corporate Trust, Reference: Arcadia Redevelopment Agency, Series 2001A. Any notice to or demand upon the Agency shall be deemed to have been sufficiently given or served for all purposes by being sent by facsimile or other electronic transmission, overnight mail or courier or mailed by registered or
certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the Agency at 240 West Huntington Drive, P.O. Box 60021, Arcadia, California 91066 (or such other address as may have been filed in writing by the Agency with the Escrow Agent).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

SUCCESSOR AGENCY TO THE ARCADIA REDEVELOPMENT AGENCY

By: ________________________________
   Executive Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Agent and 2010 Trustee

By: ________________________________
   Authorized Officer
SCHEDULE A

ESCROW REQUIREMENTS

Moneys deposited in the Escrow Fund shall be invested as follows:

<table>
<thead>
<tr>
<th>Security</th>
<th>Maturity</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>[__]</td>
<td>[30 DAYS AFTER DELIVERY OF REDEMPTION NOTICE], 2020</td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

The escrow requirements for the 2010 Bonds are as follows:

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal Paid</th>
<th>Principal Redeemed</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[30 DAYS AFTER DELIVERY OF REDEMPTION NOTICE], 2020</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Schedule A-1
EXHIBIT A

CONDITIONAL NOTICE OF FULL OPTIONAL REDEMPTION

ARCADIA REDEVELOPMENT AGENCY
CENTRAL REDEVELOPMENT PROJECT SUBORDINATE TAX ALLOCATION BONDS,
SERIES 2010 (TAXABLE)

BASE CUSIP 039065

NOTICE IS HEREBY GIVEN to the owners of the above-captioned obligations (the “2010 Bonds”), which were issued pursuant to the Indenture of Trust, dated as of September 1, 2010 (the “2010 Indenture”), by and between the Arcadia Redevelopment Agency (the “Agency”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2010 Trustee”), that 2010 Bonds in the amount of $10,900,000 have been called for redemption on [30 DAYS AFTER REDEMPTION NOTICE DELIVERED], 2020 (the “Redemption Date”). The 2010 Bonds were originally issued on September 8, 2010 and are described in the following table. The 2010 Bonds will be payable on the Redemption Date at a Redemption Price of 100% of the principal amount plus accrued interest to such date (the “Redemption Price”). The Redemption Price of the 2010 Bonds will become due and payable on the Redemption Date. Interest on the 2010 Bonds will cease to accrue and be payable from and after the Redemption Date, and such 2010 Bonds will be surrendered to the 2010 Trustee.

Redemption of the 2010 Bonds is conditional upon the receipt by the 2010 Trustee on or prior to the Redemption Date of moneys that are sufficient to pay the principal of and interest on the 2010 Bonds and, if such moneys have not been so received, this notice shall be of no force and effect and the 2010 Trustee shall not be required to prepay such 2010 Bonds. In such event, the 2010 Trustee has the right to rescind this notice.

To receive payment on the Redemption Date, owners of the 2010 Bonds should present and surrender said 2010 Bonds on the Redemption Date at the address of the 2010 Trustee set forth below:

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Rate</th>
<th>Redemption Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CV7</td>
<td>2021</td>
<td>$1,200,000</td>
<td>5.875%</td>
<td>100%</td>
</tr>
<tr>
<td>CW5</td>
<td>2022</td>
<td>1,265,000</td>
<td>6.000</td>
<td>100</td>
</tr>
<tr>
<td>CX3</td>
<td>2023</td>
<td>1,340,000</td>
<td>6.250</td>
<td>100</td>
</tr>
<tr>
<td>CY1</td>
<td>2024</td>
<td>2,220,000</td>
<td>6.375</td>
<td>100</td>
</tr>
<tr>
<td>CZ8</td>
<td>2025</td>
<td>2,360,000</td>
<td>6.500</td>
<td>100</td>
</tr>
<tr>
<td>DA2</td>
<td>2026</td>
<td>2,515,000</td>
<td>6.625</td>
<td>100</td>
</tr>
</tbody>
</table>

First Class/Registered/Certified
The Bank of New York Mellon
Global Corporate Trust
P.O. Box 2320
Dallas, Texas 75221-2320

Express Delivery Only
The Bank of New York Mellon
Global Corporate Trust
2001 Bryan Street, 9th Floor
Dallas, Texas 75201

By Hand Only
The Bank of New York Mellon
Global Corporate Trust
240 Greenwich Street, 1st Floor East
New York, New York 10286

Exhibit A-1
Additional information regarding the foregoing actions may be obtained from The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, Bondholder Relations, telephone number (800) 254-2826.

A form W-9 must be submitted with the 2010 Bonds. Failure to provide a completed form W-9 will result in 31% backup withholding pursuant to the Interest and Dividend Tax Compliance Act of 1983. Under the Tax Cuts and Jobs Act of 2017, 24% will be withheld if the tax identification number is not properly certified.

If the owner of any 2010 Bond fails to deliver such 2010 Bond to the 2010 Trustee on the Redemption Date, such 2010 Bond shall nevertheless be deemed redeemed on the Redemption Date and the owner of such 2010 Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds held by the 2010 Trustee for such payment.

Note: The Successor Agency to the Arcadia Redevelopment Agency and the 2010 Trustee shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness in the notice or as printed on any 2010 Bond. They are included solely for the convenience of the holders.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as 2010 Trustee

[30 DAYS BEFORE REDEMPTION DATE], 2020
NOTICE OF DEFEASANCE

ARCADIA REDEVELOPMENT AGENCY
CENTRAL REDEVELOPMENT PROJECT SUBORDINATE TAX ALLOCATION BONDS,
SERIES 2010 (TAXABLE)

BASE CUSIP 039065

NOTICE IS HEREBY GIVEN to the owners of the above-captioned obligations (the “2010 Bonds”), which were issued pursuant to the Indenture of Trust, dated as of September 1, 2010 (the “2010 Indenture”), by and between the Successor Agency to the Arcadia Redevelopment Agency (the “Agency”), as successor to the Arcadia Redevelopment Agency, and The Bank of New York Mellon Trust Company, N.A., as trustee (the “2010 Trustee”), that the Agency has deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”), cash and federal securities, the principal of and interest on which when paid will provide moneys sufficient to pay on [30 DAYS AFTER DELIVERY OF REDEMPTION DATE], 2020, the principal of all outstanding 2010 Bonds maturing after such date, plus accrued interest thereon to such date. The 2010 Bonds were originally issued on June 5, 2001 and are described in the following table.

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CV7</td>
<td>2021</td>
<td>$1,200,000</td>
<td>5.875%</td>
</tr>
<tr>
<td>CW5</td>
<td>2022</td>
<td>1,265,000</td>
<td>6.000</td>
</tr>
<tr>
<td>CX3</td>
<td>2023</td>
<td>1,340,000</td>
<td>6.250</td>
</tr>
<tr>
<td>CY1</td>
<td>2024</td>
<td>2,220,000</td>
<td>6.375</td>
</tr>
<tr>
<td>CZ8</td>
<td>2025</td>
<td>2,360,000</td>
<td>6.500</td>
</tr>
<tr>
<td>DA2</td>
<td>2026</td>
<td>2,515,000</td>
<td>6.625</td>
</tr>
</tbody>
</table>

In accordance with the 2010 Indenture: (i) the pledge of the Tax Revenues and other funds provided for in the 2010 Indenture and all other obligations of the Agency thereunder with respect to the 2010 Bonds has ceased and terminated, except as set forth in the 2010 Indenture; and (ii) all obligations of the Agency under the Continuing Disclosure Certificate, dated September 8, 2010, of the Agency, as successor to the Arcadia Redevelopment Agency, relating to the 2010 Bonds, have been terminated as of the date hereof.

No representation is made as to the correctness of the CUSIP number either as printed on any 2010 Bond or as contained herein and any error in the CUSIP number shall not affect the validity of the proceedings for redemption of the 2010 Bonds.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as 2010 Trustee

[CLOSING DATE], 2020

Exhibit B-1