SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Items #2 and #3

Meeting Date : November 21, 2013

Subject: Sacramento City Schools Joint Powers Financing Authority Resolution Nos. 1 and 2: Authorizing the Conflict of Interest Code and Issuance of Lease

Boardof Education Executive Summary

BusinessServices

Sacramento City Schools Joint Powers Financing Authority Resolution Nos.1 and 2Authorizing theConflict of Interest Code and Issuance of Lease Revenue Refunding Bonds(µ v š Z]•šŒ]š[• îìì í v

November 21, 2013

Boardof Education Executive Summary

BusinessServices

Sacramento City Schools Joint Powers Financing Authori

Plan to Refinance/Restructure the

Agenda

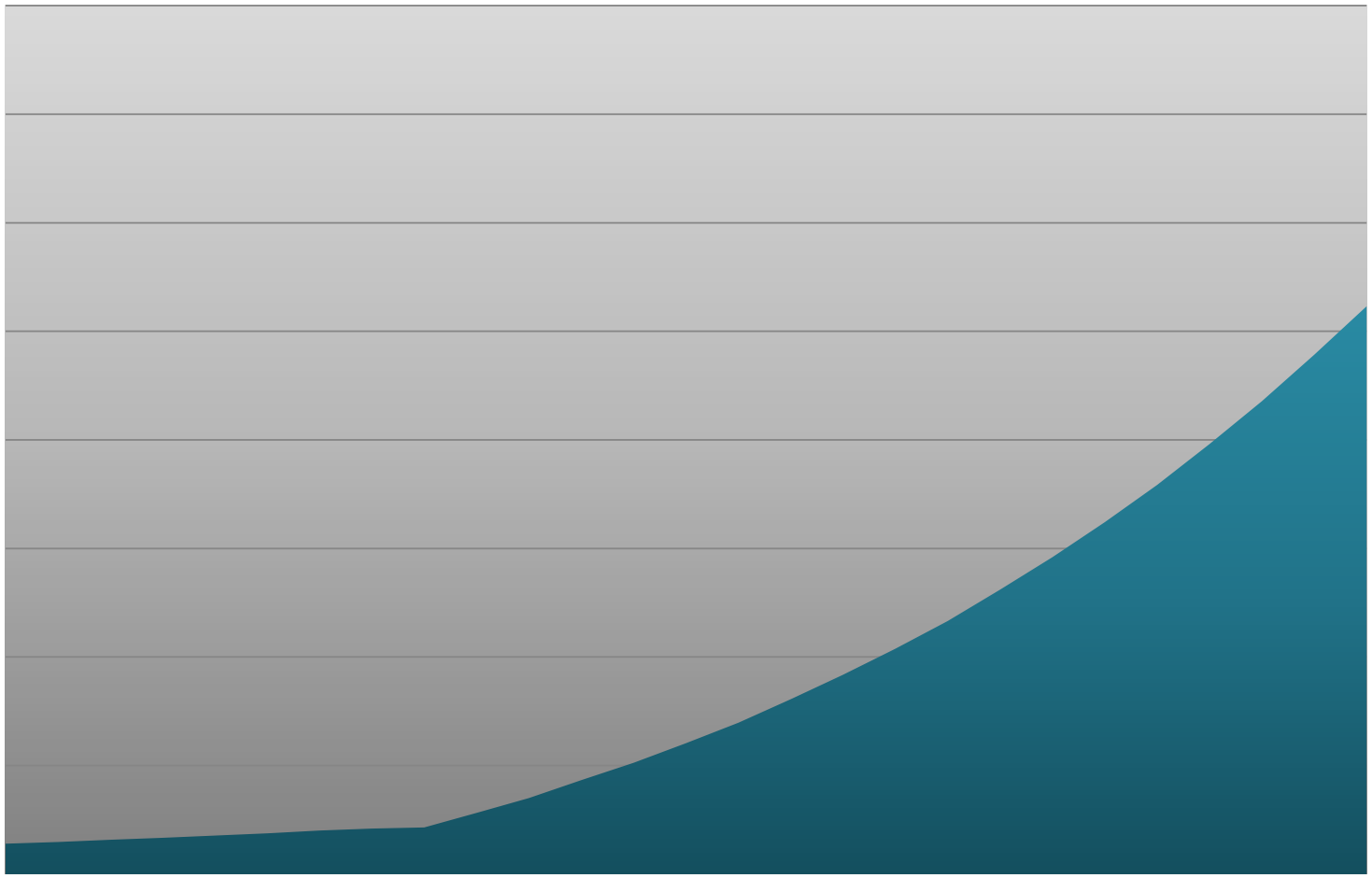
- Outstanding COPs
- Refinance/Restructuring Plan
- Repayment Sources
- Legal Structure
- Next Steps

Outstanding COPs

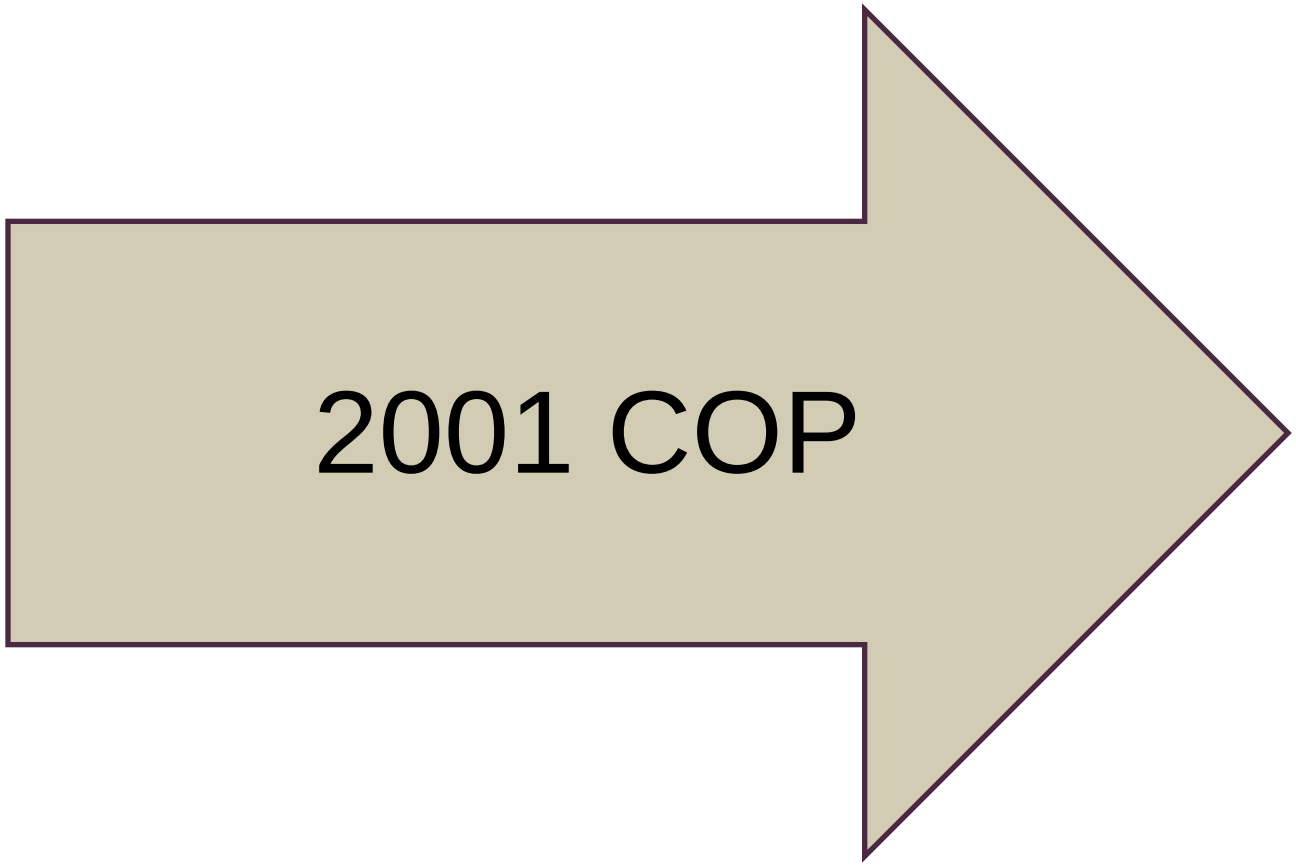
2001 COP

2011 SIFMA Index Mode COP - $48,020,000

Currently Outstanding	‡$47,505,000
Final Maturity	‡March 1, 2040
Interest Rate Mechanism	‡Variable, equal to 3% over the SIFMA Swap Index rate ‡Mandatory Tender on March 1, 2014
Debt Service Payments	‡Principal is low initially, then escalates substantially after 2022 ‡Estimated 2013-14 payment of $2 million



Refinance/ Restructuring Plan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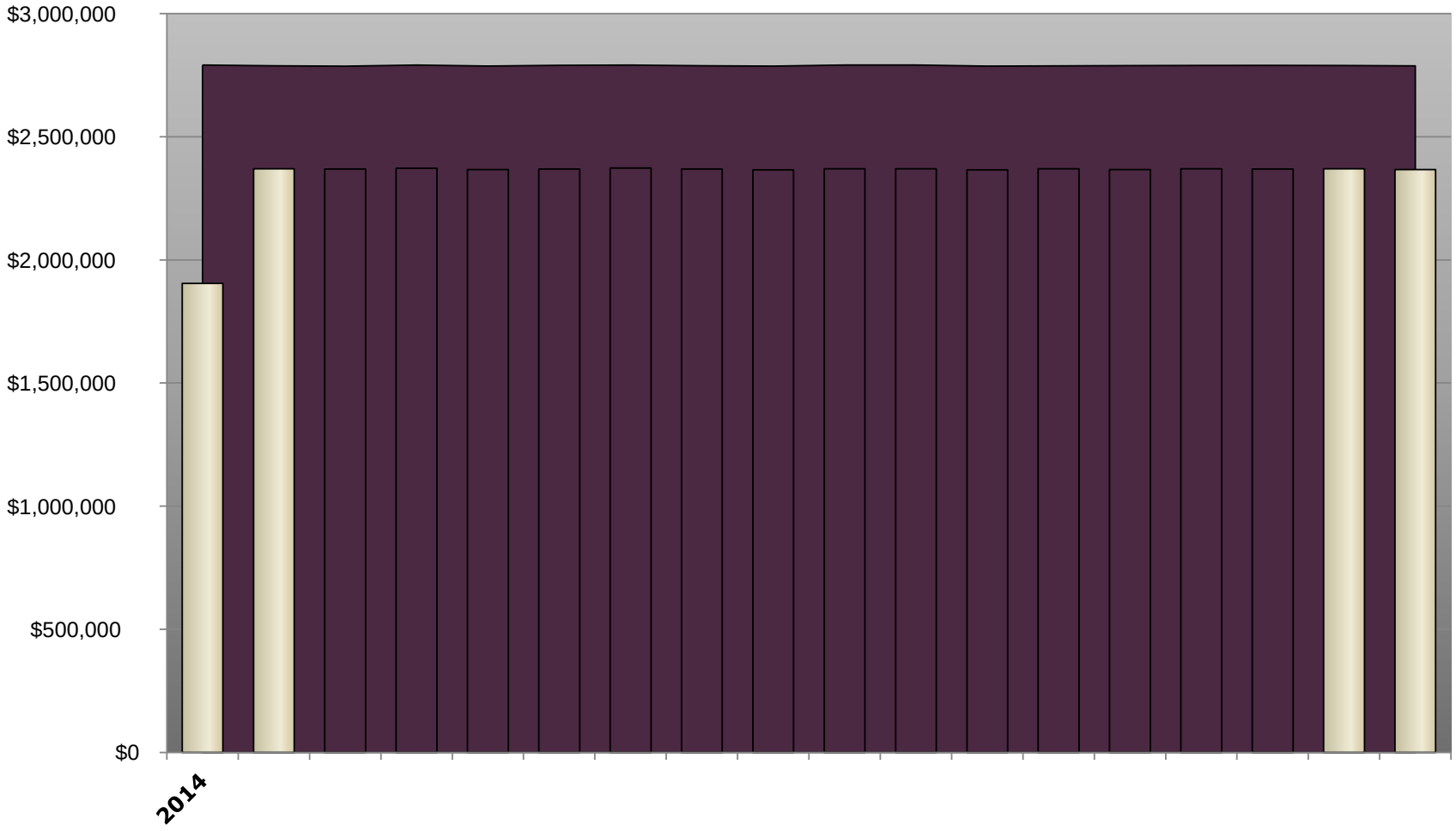
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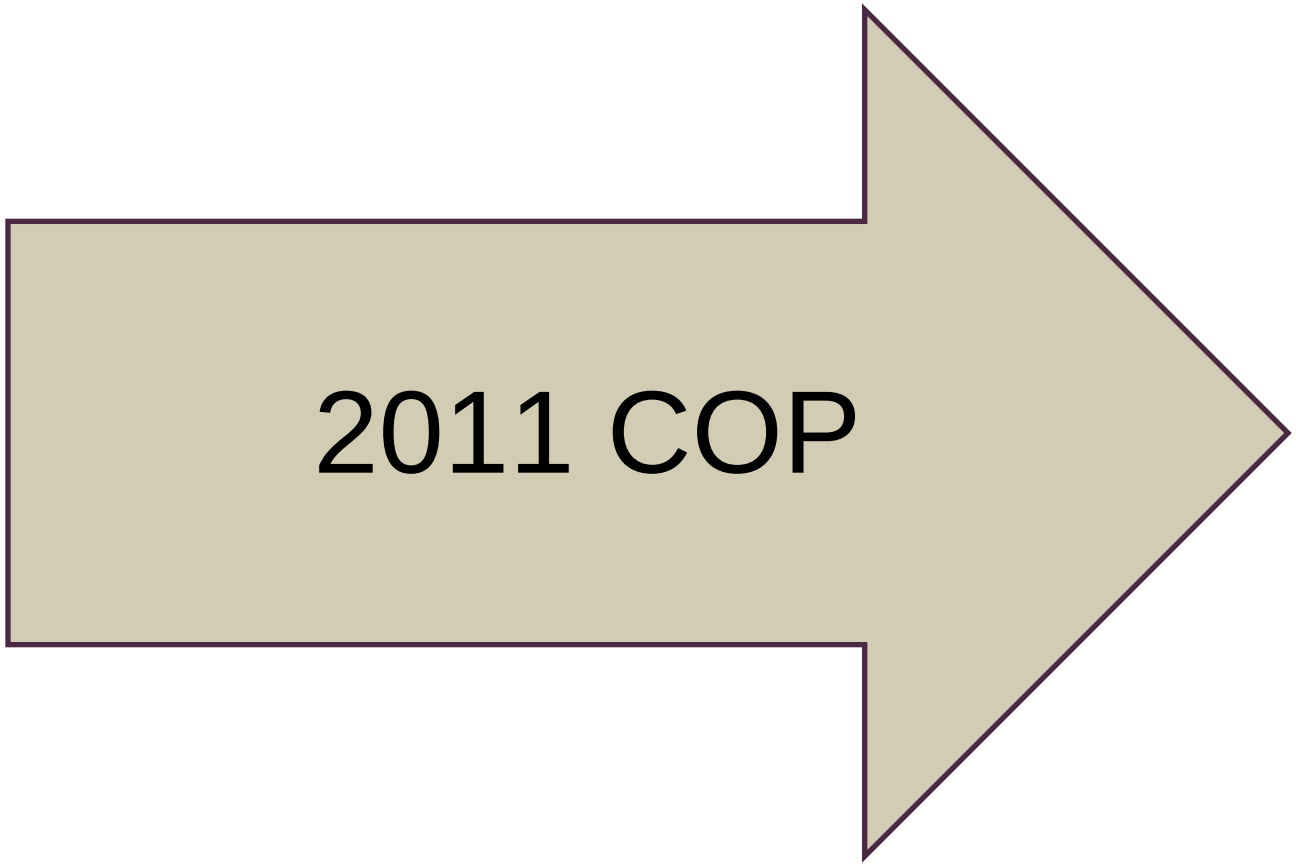

2011 COP

2011 COP Must be Converted or Refinanced by March 1, 2014

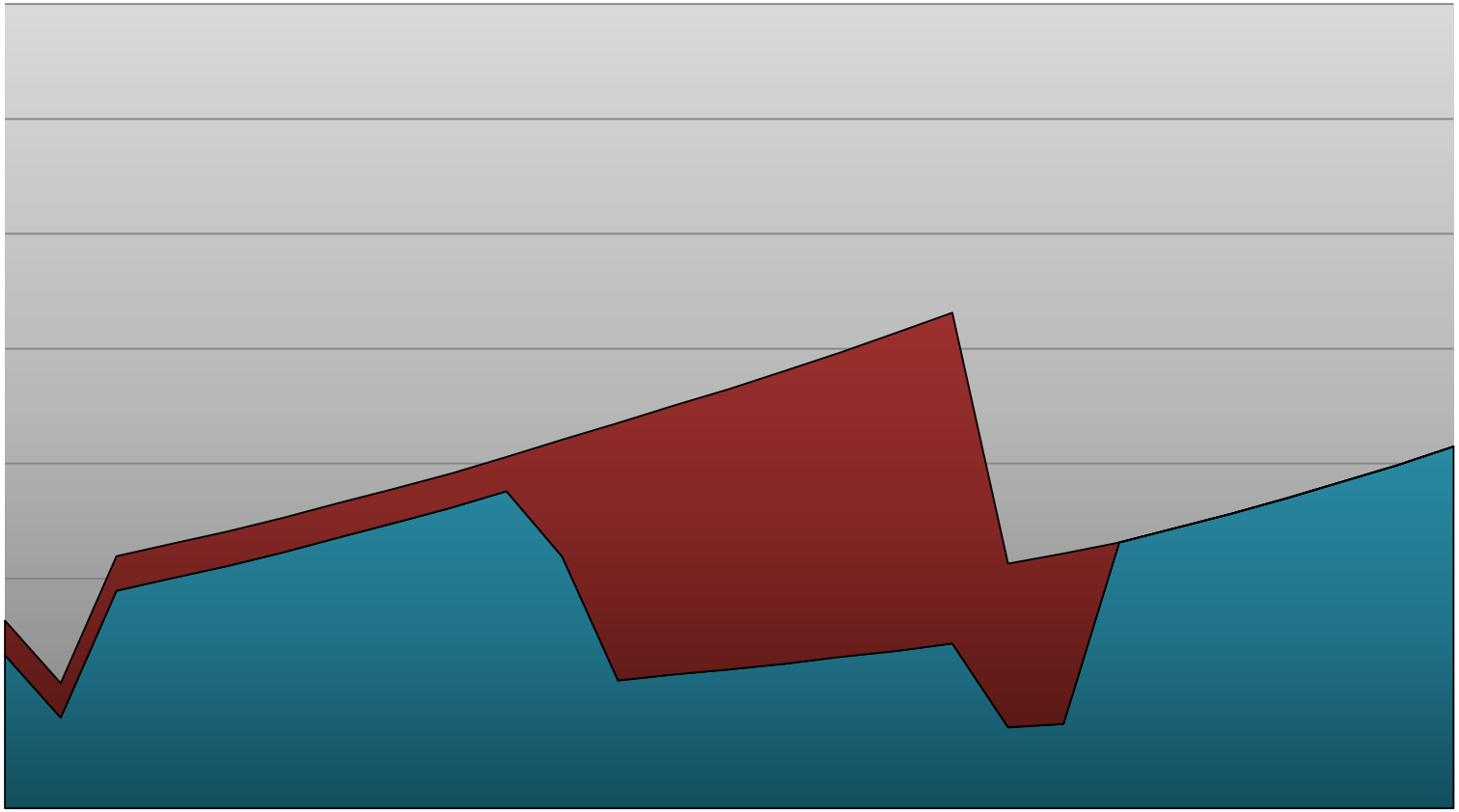
- No current refinance opportunity for savings
- Conversion of current variable rate to a long-term fixed rate
- Maintain same term
  - Through 2040
- Restructure annual repayment schedule
  - Fully amortized structure instead of the current principal deferred structure
  - Can offset higher annual payments with savings from refinance of 2001 COPs
    - Combined into one new issuance

2013 Refinance/
Restructure

Can Achieve the Lowest Cost of Funds Through the Combination of:

- ‡Traditional Public Offering, and
- ‡Direct Placement

Description	Direct Placement	Public Offering
Orrick, Sutcliffe & Herrington		
Professional Services (Bond Counsel)	$3ro[( )-31( )-31( )-31( )-31( )-31(	



Prepayment Provisions

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Repayment Sources

Revenue Sources for Debt Repayment

Capital Revenue Sources

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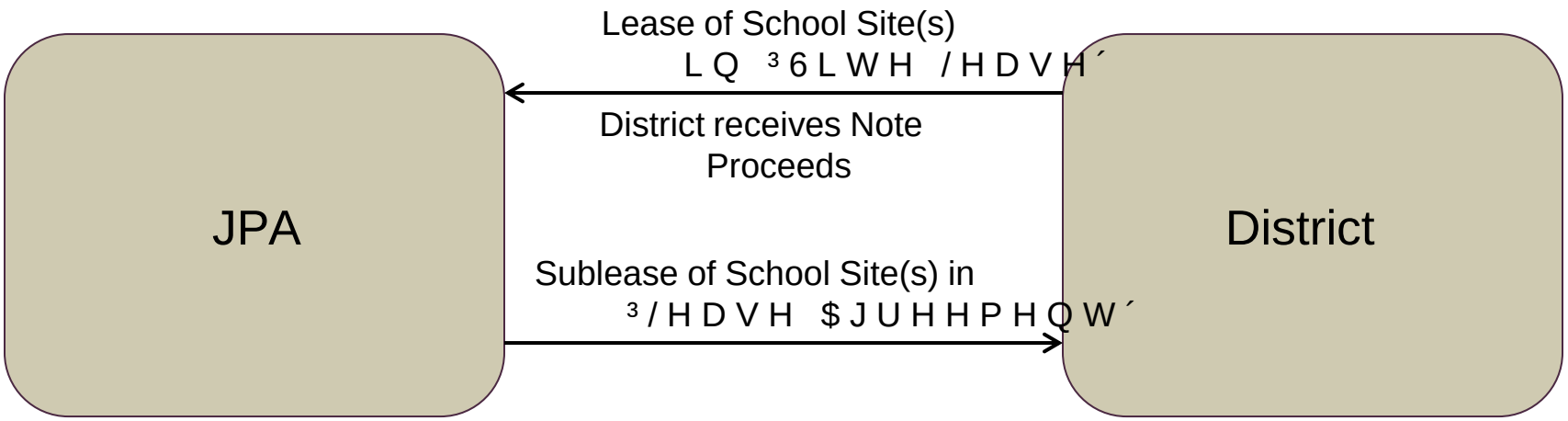
Legal Structure

Lease Revenue Bonds

- Similar to COPs
  - Ultimately secured by the General Fund
- Issued by a joint powers authority (JPA) rather than a non-profit
  - JPA Board = District Board
    - Controls the operation, meetings and actions of the JPA
  - JPA Officers = District staff
- Legally advisable structure
  - Modern version of COP
  - Better perception in financial markets

Lease Revenue Refunding Bonds Structure



Board Actions for Consideration on November 21

‡ Board Resolution

- ± Authorizing the issuance of lease revenue bonds
- ± Forming a JPA that includes the District and California Statewide Communities Development Authority (CSCDA)

‡ JPA Resolutions :

- ± Authorizing the Issuance of Bonds
- ± Adopting Bylaws Governing the JPA

Summary of Legal Documents

- Bond Purchase Agreement(s)
- Continuing Disclosure Agreement
- Escrow Agreement
- Trust Agreement
- Facilities Lease
- Facilities Sub - Lease
- Preliminary Official Statement

Next Steps

Next Steps

Board information item on Nov. 7

Board action item on Nov. 21

Purchase Agreement signed on or about Dec. 7

Refinancing/Restructuring complete on Dec. 19

Redemption of 2011 COP in January	Redemption of 2001 COP in February

SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY

RESOLUTION NO.1

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY ADOPTING CEQA GUIDELINES, ADOPTING BYLAWS AND A CONFLICT-OF-INTEREST CODE, DES

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I, _____, Secretary of the Board of Directors of the Sacramento City Schools Joint Powers Financing Authority, County of Sacramento, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of said Authority duly and regularly held at the regular meeting place thereof on November 21, 2013, and entered in the minutes thereof, of which meeting all of the members of said Board of Directors had due notice and at which a quorum thereof was present; a

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Section 12. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this day, November 21, 2013

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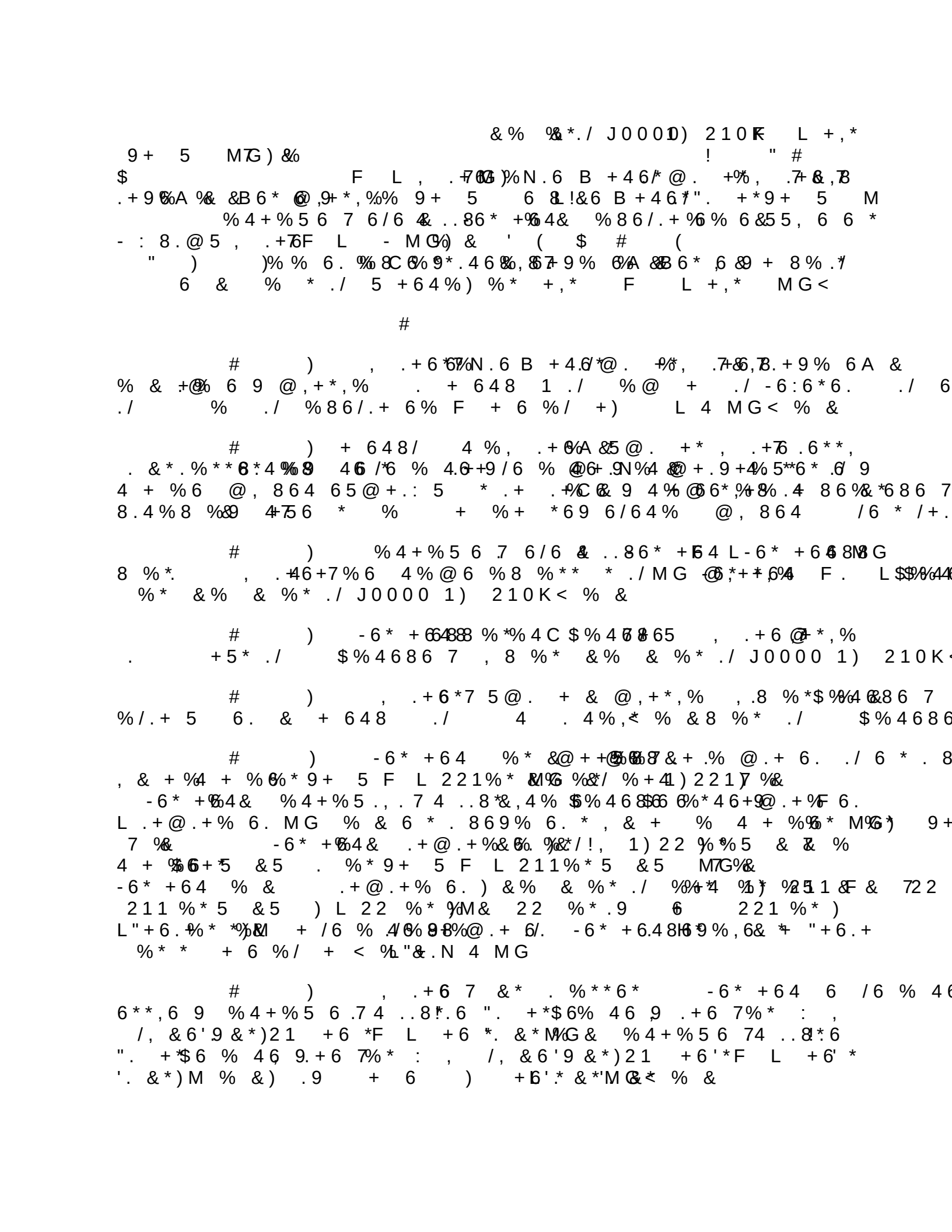

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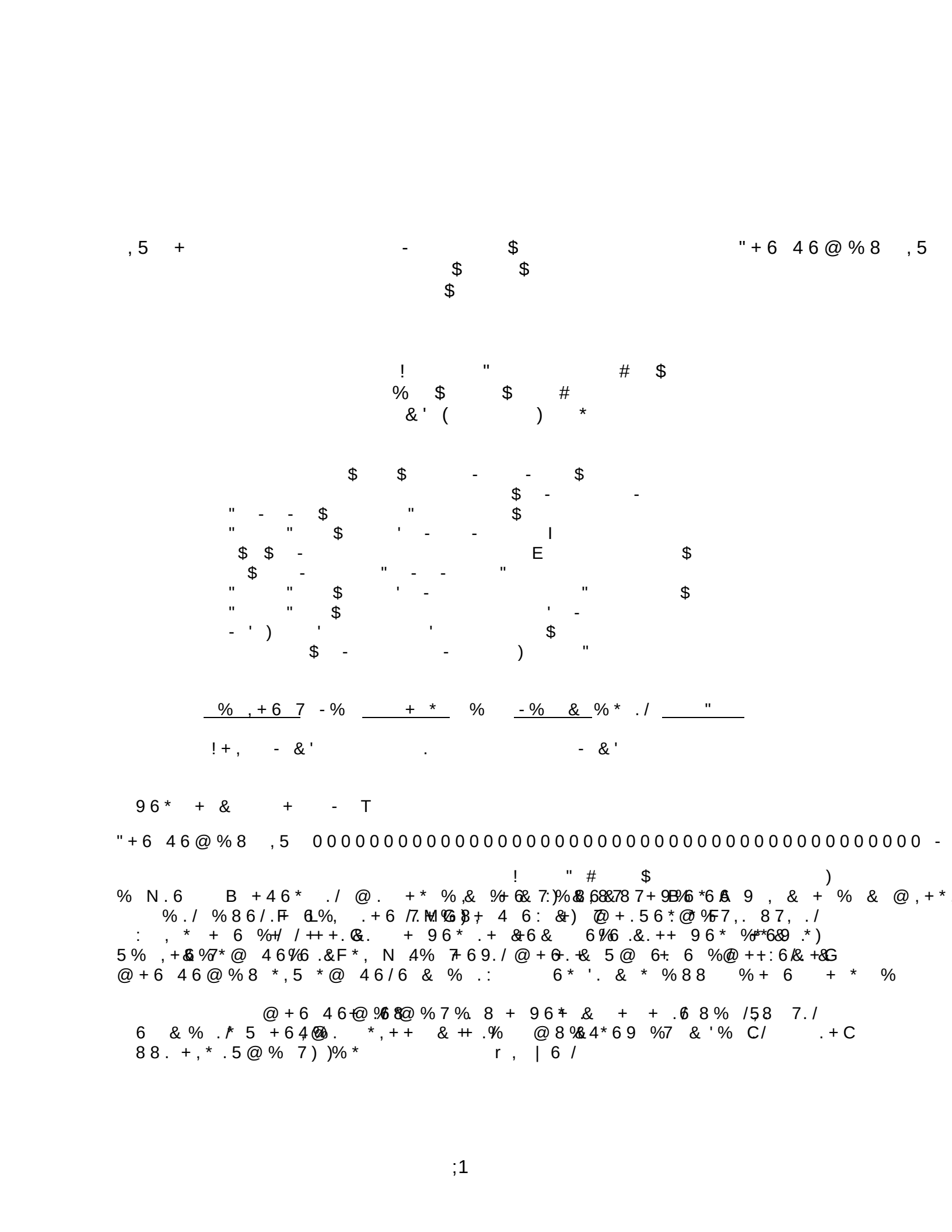

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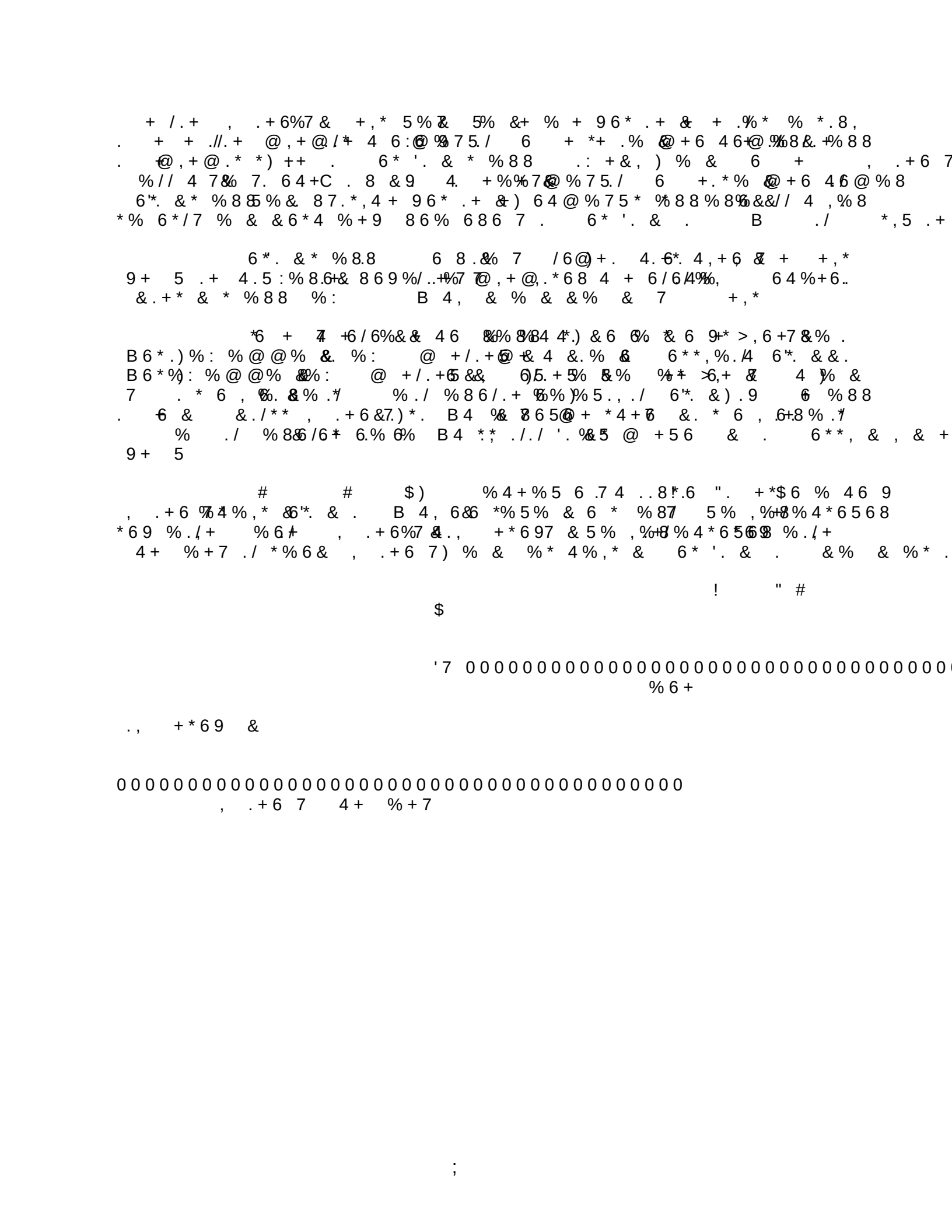

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Recording requested by
and return to:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
c/o Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, California 94105

Attention: John Palmer

FACILITY LEASE

by and between the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

and the

SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY

Dated as of ____ 1, 2014

THIS TRANSACTION IS EXEMPT FROM FILING FEES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103 AND TRANSFER TAXES PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION 11928

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EXHIBIT A – DESCRIPTION OF FACILITY A-1

amendment hereto, or any real property substituted for all or any portion of such property in accordance with this Lease and the Trust Agreement; subject, however, to any conditions, reservations, and easements of record or known to the District and the buildings and all other facilities located thereon.

SECTION 2. Term.

The term of this Lease as to the Facility shall commence on [____ 1, 201_] and shall end on [TERMINATION DATE] unless such term is extended or sooner terminated as hereinafter provided. If on such date the Base Rental Payments attributable to the Facility and all other amounts then due under the Facility Sublease shall not be fully paid, or if the rent or other amounts payable under the Facility Sublease shall have been abated at any time and for any reason, then the term of this Lease shall be extended until ten (10) days after the Base Rental Payments and all other amounts then due under the Facility Sublease shall be fully paid, except that the term of this Lease shall in no event be extended beyond ten (10) years after such date. If prior to such date the Base Rental Payments and all other amounts then due under the Facility Sublease shall be fully paid, the term of this Lease shall end ten (10) days thereafter or upon written notice by the District to the Authority, whichever is earlier.

SECTION 3. Rent

The Authority shall pay to the District from the proceeds of the Bonds as and for rent hereunder an amount, not less than $_____, equal to the sum of the proceeds of the Bonds to be transferred to the Trustee for the Project and proceeds applied to pay costs of issuance of the Bonds.

SECTION 4. Purpose.

The Authority shall use the Facility solely for the purpose of leasing the Facility to the District pursuant to the Facility Sublease and for such purposes as may be incidental thereto; provided, that in the event of default by the District under the Facility Sublease the Authority may exercise the remedies provided in the Facility Sublease.

SECTION 5. Environmental Law and Regulations.

(a) Definitions used in this Section 5 and in Section 6.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) antinolite.

"Environmental Regulations" shall mean all Laws and Regulations, now or hereafter l♠Śforγf

Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Hazardous Materials" shall mean any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the District, any of the Demised Premises or the business operations conducted by the District thereon.

"Laws and Regulations" shall mean any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Facility or the Demised Premises.

(b) No portion of the Demised Premises is located in an area of high potential incidence of radon which has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to such Demised Premises.

(c) The District has not received any notice from any insurance company which has issued a policy with respect to the Facility or from the applicable state or local government agency responsible for insurance standards (or any other body exercising similar functions) requiring the performance of any repairs, alterations or other work, which repairs, alterations or other work have not been completed at the Facility. The District has not received any notice of default or breach which has not been cured under any covenant, condition, restriction, right-of-way, reciprocal easement agreement or other easement affecting Demised Premises which is to be performed or complied with by it.

SECTION 6. Environmental Com ηÙ Ŵ leaSkmeR Ëă œ pieʌ Ŭof ŦÛŮD

regulations, nor

street, and appurtenant to such parcel, over property owned by the District to a public street. The District, at any time, may satisfy its obligation contained in the preceding sentence as to any such parcel of the Demised Premises by granting to the Authority an easement complying with the requirements of the preceding sentence from such parcel of the Demised Premises to a public street.

SECTION 10. Termination.

The Authority agrees, upon the termination of this Lease, to quit and surrender the Facility in the same good order and condition as it was at the time of commencement of the term hereunder, reasonable wear and tear excepted, and the Authority further agrees that any permanent improvements and structures existing upon the Demised Premises at the time of the termination of this Lease shall remain thereon and title thereto shall vest in the District.

Upon the exercise of the option to purchase set forth in Section 7.03 of the Facility Sublease and upon payment of the option price required by said section, the term of this Lease shall terminate as to the portion of the Facility being so purchased.

SECTION 11. Default.

In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Lease, which default continues for one hundred and eighty (180) days following notice and demand for correction thereof to the Authority and the Trustee, the District may exercise any and all remedies granted by law, except that no merger of this Lease and of the Facility Sublease shall be deemed to occur as a result thereof; provided, however, that the District shall have no power to terminate this Lease by reason of any default on the part of the Authority if such termination would affect or impair any assignment or sublease of all or any part of the Demised Premises then in effect between the Authority and any assignee or subtenant of the Authority (other than the District under the Facility Sublease). So long as any such assignee or subtenant of the Authority shall duly perform the terms and conditions of this Lease, such assignee or subtenant shall be deemed to be and shall become

employee of the Authority shall at any time or under any circumstances be individually or personally liable under this Lease to the District or to any other party whomsoever for anything done or omitted to be done by the Authority hereunder.

The Authority and its members, directors, officers, agents, employees and assignees shall not be liable to the District or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Facility. The District, to the extent permitted by law, shall indemnify and hold the Authority and its members, directors, officers, agents, employees and assignees, harmless from, and defend each of them against, any and all claims, liens and judgments arising from the construction or operation of the Facility, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Facility regardless of responsibility for negligence, but excepting the active negligence of the person or entity seeking indemnity.

SECTION 14. Taxes.

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Facility.

SECTION 15. Eminent Domain.

In the event the whole or any part of the Demised Premises or the Facility is taken by eminent domain proceedings, the interest of the Authority shall be

SECTION 18. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

SECTION 19. Amendment.

The Authority and the District may at any time agree to the amendment of this Lease; provided, however, that the Authority and the District agree and recognize that this Lease is entered into as contemplated by the terms of the Trust Agreement and, accordingly, that any such amendment shall only be made or effected in accordance with and subject to the terms of the Trust Agreement.

SECTION 20. Execution.

This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may separately be executed by the District and the Authority, all with the same force and effect as though the same counterpart had been executed by both the District and the Authority.

IN WITNESS WHEREOF, the District and the Authority have caused this Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
as Lessor

By_____
Ken A. Forrest, Chief Business Officer

SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY,
Lessee

By_____
[EXECUTOR TO COME]

EXHIBIT A

Description of Facility

Luther Burbank High School
3500 Florin Road
Sacramento, CA 95823

Rosemont High School
9594 Kiefer Boulevard
Sacramento, CA 95827

[ATTACH CALIFORNIA NOTARY PAGES]

Recording requested by
and return to:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
c/o Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, California 94105

Attention: John Palmer

FACILITY SUBLEASE

by and between

SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY

and the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated as of _____ 1, 2014

THIS TRANSACTION IS EXEMPT FROM FILING FEES PURSUANT TO CALIFORNIA G... & G R€ ß €A c 1h ˜8`(p= # 1 $ & ... & D € ß0

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EXHIBIT C The Project C-1

FACILITY SUBLEASE

This Facility Sublease, dated as of [_____ 1, 201_], by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOINT POWERS FINANCING AUTHORITY (the "Authority"), a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California, as lessor, and the SACRAMENTO CITY UNIFIED SCHOOL D

WHEREAS, under this Facility Sublease, the District will be obligated to make base rental payments to the Authority for the sublease, from the Authority, of the Facility and such other facilities as may from time to time be subleased hereunder;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

Unless the

Permitted Encumbrances

SECTION 3.02.

ARTICLE IV

MAINTENANCE; ALTERATIONS AND ADDITIONS

SECTION 4.01. Maintenance and Utilities. During such time as the District is in possession of the Facility, all maintenance and repair, both ordinary and extraordinary, of the Facility shall be the responsibility of the District, which shall at all times maintain or otherwise arrange for the maintenance of the Facility in first class condition, and the District shall pay for or otherwise arrange for the payment of all utility services supplied to the Facility, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, ventilation, air conditioning, water and all other utility services, and shall pay for or otherwise arrange for payment of the cost of the repair and replacement of the Facility resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof or from any other cause and shall pay for or otherwise arrange for the payment of all insurance policies required to be maintained with respect to the Facility. In exchange for the rent herein provided, the Authority agrees to provide only the Facility, including the Demised Premises.

SECTION 4.02. Changes to the Facility. Subject to Section 8.02 hereof, the District shall, at its own expense, have the right to remodel the Facility or to make additions, modifications and improvements to the Facility, including the Demised Premises. All such additions, modifications and improvements shall thereafter comprise part of the Facility and be subject to the provisions of this Sublease. Such additions, modifications and improvements shall not in any way damage the Facility or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Facility, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is at least equal to the value of the Facility immediately prior to the making of such additions, modifications and improvements.

SECTION 4.03. Installation of District's Equipment. The District and any sublessee may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Facility, including the Demised Premises. All such items shall remain the sole property of such party, in which neither the Authority nor the Trustee shall have any interest, and such items may be modified or removed by such party at any time provided that such party shall repair and restore any and all damage to the Facility resulting from the installation, modification or removal of any such items. Nothing in this Sublease shall prevent the District from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Facility.

ARTICLE V

INSURANCE

SECTION 5.01. Fire and Extended Coverage Insurance. The District shall procure or cause to be procured

the amount necessary

SECTION 5.06. Insurance Proceeds; Form of Policies. All policies of insurance required by Sections 5.01 and 5.03 hereof shall name the District, the Authority and the Trustee as insured and shall contain a lender's loss payable endorsement in favor of the Trustee substantially in accordance with the form approved by the Insurance Services Office and the California Bankers Association. The Trustee shall, to the extent practicable, collect, adjust and receive all moneys which may become due and payable under any such policies, may compromise any and all claims thereunder and shall apply the proceeds of such insurance as provided in Sections 5.01 and 5.03. All policies of insurance required by this Sublease shall provide that the Trustee shall be given thirty (30) days notice of each expiration thereof or any intended cancellation thereof or reduction of the coverage provided thereby. The Trustee shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the District. The District shall pay when due the premiums for all insurv ".f

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Defaults and Remedies. (a) If the District shall fail to pa

contained to be kept or performed by the District and, if the Facility is not re-let, to pay the full

acts, either as a bankrupt or as an insolvent, or as a debtor, or in any

Each and

ARTICLE VII

EMINENT DOMAIN; PREPAYMENT

SECTION 7.01. Eminent Domain. If the whole of the Facility, including the Demised Premises or so much thereof as to render the remainder unusable for the purposes for which it was used by the District shall be taken under the power of eminent domain, the term of this Sublease shall cease as of the day that possession shall be so taken. If less than the whole of the Facility shall be taken under the power of eminent domain and the remainder is usable for the purposes for which it was used by the District at the time of such taking, then this Sublease shall continue in full force and effect as to such remainder, and the parties waive the benefits of any law to the contrary, and in such event there shall be a partial abatement of the rent due hereunder in an amount equal to the amount of Base Rental attributable to the portion of the Facility taken (determined by reference to the proportion that the award in eminent domain bears to the total cost of the Facility), except that the Base Rental shall not be less than the amount necessary to enable the Authority to make all necessary and appropriate payments on and related to the Bonds remaining Outstanding, including

(d) When (1) there shall have been deposited with the Trustee at or prior to the due dates of the Base Rental Payments or date when the District may exercise its option to purchase the Facilities or any portion or item thereof, in trust for the benefit of the Owners of the Bonds and irrevocably appropriated and set aside to the payment of the Base Rental Payments or option price, sufficient

SECTION 8.05. Assignment and Subleasing. Neither this Sublease nor any interest of the District hereunder shall be mortgaged, pledged, assigned, sublet or transferred by the District by voluntary act or by operation of law or otherwise, except with the prior written consent of the Authority, which, in the case of subletting, shall not be unreasonably withheld; provided such subletting shall not affect the tax-exempt status of the interest, if any, on the Bonds for federal tax law and California state law purposes. Neither this Sublease nor any interest of the District hereunder shall be sublet by the District by voluntary act or by operation of law (except for the portions of the Project for which subleases were in effect on the effective date hereof). No such mortgage, pledge, assignment, sublease or transfer shall in any event affect or reduce the obligation of the District to make the Base Rental Payments and Additional Payments required hereunder.

SECTION 8.06. Title to Facility. During the term of this Sublease, the Authority shall hold a leasehold estate to the Facility and any and all additions which comprise fixtures, repairs, replacement or modifications thereof, except for those fixtures, repairs, replacements or modifications which are added thereto by the District and which may be removed without damaging the Facility, and except for any items added to the Facility by the District pursuant to Section 4.02 hereof. This provision shall not operate to the benefit of any insurance company if there is a rental interruption covered by insurance pursuant to Section 5.03 hereof.

Upon the termination or expiration of this Sublease, the Authority shall execute such [illegible] hereof [illegible] hereof.

(c) Notwithstanding any

The District shall also pay directly such amounts, if any, in each year as shall be required by the Authority for the payment of all license and registration fees and all taxes (including, without limitation, income, excise, license, franchise, capital stock, recording, sales, use, value-added, property, occupational, excess profits and stamp taxes), levies, imposts, duties, charges, withholdings, assessments and governmental charges of any nature whatsoever, together with any additions to tax, penalties, fines or interest thereon, including, without limitation, penalties, fines

ARTICLE IX

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE FACILITY

SECTION 9.01. Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITY, OR WARRANTY WITH RESPECT THERETO. THE DISTRICT ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF THE FACILITY OR A DEALER THEREIN, THAT THE DISTRICT LEASES THE FACILITY

SECTION 10.05. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Sublease.

SECTION 10.06. Amendment or Termination. The Authority and the District may at any time agree to the amendment or termination of this Sublease; provided, however, that the Authority and the District agree and recognize that payments under this Sublease have been pledged to the Bonds and other obligations of the Authority in accordance with the terms of the Trust Agreement, and accordingly, that any such amendment or termination shall only be made or effected in accordance with and subject to the terms of the Trust Agreement.

SECTION 10.07. Execution. This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Sublease. It is also agreed that separate counterparts of this Sublease may separately be executed by the Authority and the District, all with the same force and effect as though the same counterpart had been executed by both the Authority and the District.

IN WITNESS WHEREOF, the Authority and the District have caused this Sublease to be executed by their respective officers thereunto cb^ with -ΞTζŝfôŝŕkif 4 ζẅ Ø¯غ وكO ØÔỤ

EXHIBIT A

Description of the Facility

Luther Burbank High School
3500 Florin Road
Sacramento, CA 95823

Rosemont High School
9594 Kiefer Boulevard
Sacramento, CA 95827

EXHIBIT B

Base Rental Payment Schedule

EXHIBIT C

The Project

[ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT]

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE /0123 4523678 39:; <;:02=26>0;?@A B>0;B >3 8= CDDDDD DDA ,EDDFA 23 ;G;690;B >HB B;72I;:;B JK 01; #%<L%MNOP ! <QPR $OQSQN5 #<" ! ! T 5Q#PLQ<PA > 361887 B230:260 8:U>H2V;B >HB ;G2302HU 9HB;: >HB JK I2:09; 8= 01; 7>W3 8= 01; #0>0; 8= <>72=8:H2> /01; 4523 0:260?@.

W I T N E S S E T H :

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WHEREAS, 0123 5236783 9:; <;:02=26>0; 23 J;2HU ;G;690;B >HB B;72I;:;B JK 01; 5230:260 [illegible] J;H;=262>7 8WH;:3 8= 01; [8HB3 >HB 2H 8:B;: 08 >33230 01; 9HB;:W:20;:3 8= 01; [8HB3 2H 68X]7K2HU W201 #.N.<. L97; \(6,b\,/J@/(@a

NOW, THEREFORE, =8: >HB 2H 68H32B;:>028H 8= 01;]:8X23;3 >HB 68I;H>H03 1;:;2H 68H0>2H;BA 01; 5230:260 1;:;08 68I;H>H03 >HB >U:;;3 >3 =8778W3&

Section 1. Definitions. QH >BB2028H 08 01; B;=2H2028H3 3;0 =8:01 2H 01; P:930 %U:;;X;H0A 8= [illegible]

Section 4. Reporting of Significant Events. />@ P1; 5230:260 31>77 U2I;A 8: 6>93; 08 J; U2I;HA H8026; 8= 01; 8669::;H6; 8= >HK 8= 01; =8778W2HU ;I;H03 W201 :;3];60 08 01; [8HB3 H80 7>0;: 01>H 0;H J932H;33 B>K3 >=0;: 01; 8669::;H6; 8= 01; ;I;H0&

\. Z:2H62]>7 >HB 2H0;:;30]>KX;H0 B;72He9;H62;3a

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-. $H361;B97;B B:>W3 8H 6:;B20 ;H1>H6;X;H03 :;=7;602HU =2H>H62>7 B2==269702;3a

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\. $H7;33 B;36:2J;B 2H]>:>U:>]1 (/>@/(@A 801;: X>0;:2>7 H8026;3 8: B;0;:X2H>028H3 JK 01; QH0;:H>7 L;I;H9; #;:I26; W201 :;3];60 08 01; 0>G 30>093 8= 01; [8HB3 8: 801;: X>0;:2>7 ;I;H03 >==;602HU 01; 0>G 30>093 8= 01; [8HB3a

,. M8B2=26>028H3 08 :2U103 8= [8HB 187B;:3a

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/B@ i 1;H;I;: 01; 5230:260 8J0>2H3 `H8W7;BU; 8= 01; 8669:;H6; 8= > T230;B NI;H0 B;36:2J;B 2H #;6028H (/J@A 01; 5230:260 31>77 B;0;:X2H; 2= 3961 ;I;H0 W897B J; X>0;:2>7 9HB;: >]]726>J7; =;B;:>7 3;69:202;3 7>W3.

/;@ Q= 01; 5230:260 7;>:H3 8= 01; 8669:;H6; 8= > T230;B NI;H0 B;36:2J;B 2H #;6028H)/>@A 8: B;0;:X2H;3 01>0 `H8W7;BU; 8= > T230;B NI;H0 B;36:2J;B 2H #;6028H)/J@ W897B J; X>0;:2>7 9HB;: >]]726>J7; =;B;:>7 3;69:202;3 7>W3A 01; 5230:260 31>77 W2012H 0;H J932H;33 B>K3 8= 8669:;H6; =27; > H8026; 8= 3961 8669:;H6; W201 01; M#L[2H ;7;60:8H26 =8:X>0A >668X]>H2;B JK 3961 2B;H02=K2HU 2H=8:X>028H >3 23];:36:2J;B JK 01; M#L[. O80W20130>HB2HU 01; =8:;U82HUA H8026; 8= 01; T230;B NI;H0 B;36:2J;B 2H 39J3;6028H /J@/-@ H;;B H80 J; U2I;H 9HB;: 0123 39J3;6028H >HK ;>:72;: 01>H 01; H8026; /2= >HK@ 8= 01; 9HB;:7K2HU ;I;H0 23 U2I;H 08 "87B;:3 8= >==;60;B [8HB3]9:39>H0 08 01; Z>K2HU %U;H0 %U:;;X;H0

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

O>X; 8= Q339;:& #>6:>X;H08 <20K $H2=2;B #61887 5230:2600 Y82H0 Z8W;:3 %9018:20K

O>X; 8= Q339;& #>6:>X;H08 <20K #618873 Y82H0 Z8W;:3 %9018:20K T

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SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY
LEASE REVENUE BONDS
(SACRAMENTO CITY UNIFIED SCHOOL DISTRICT)
SERIES 2013

BOND PURCHASE AGREEMENT

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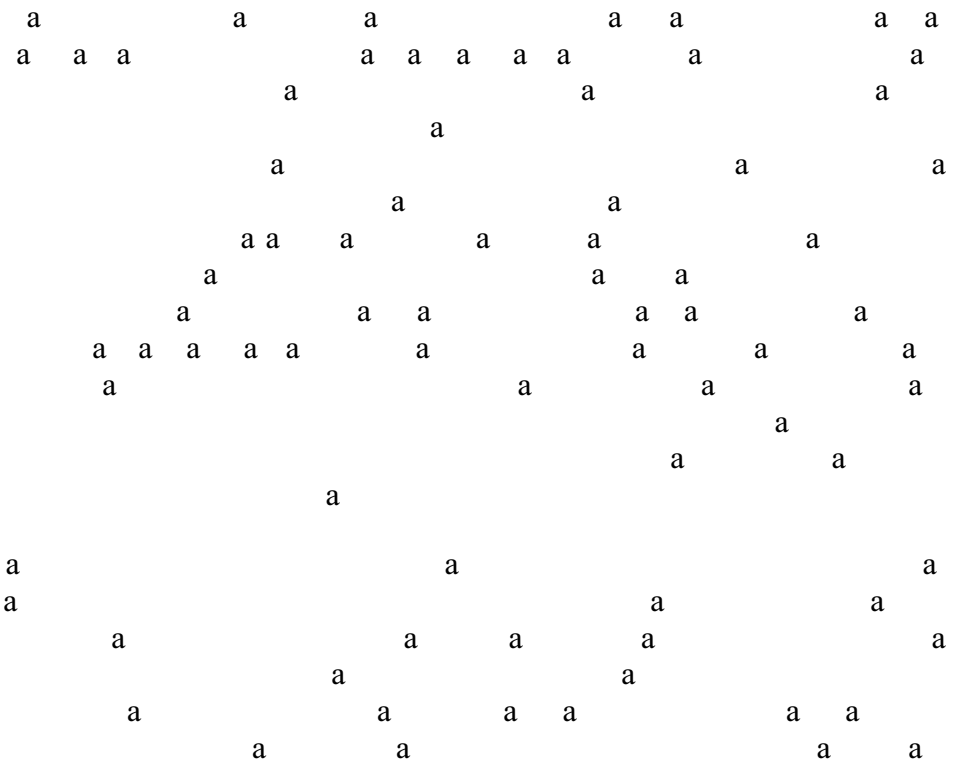
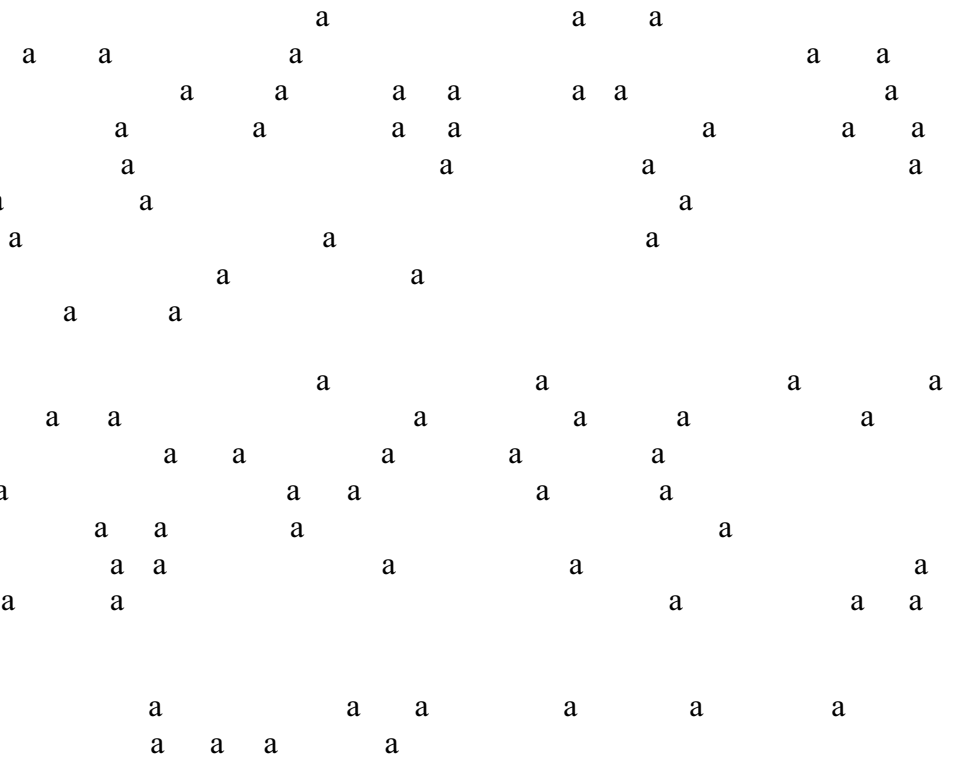
Representations, Warranties and Agreements of the Authority.



Conditions to the Obligations of the Underwriter.



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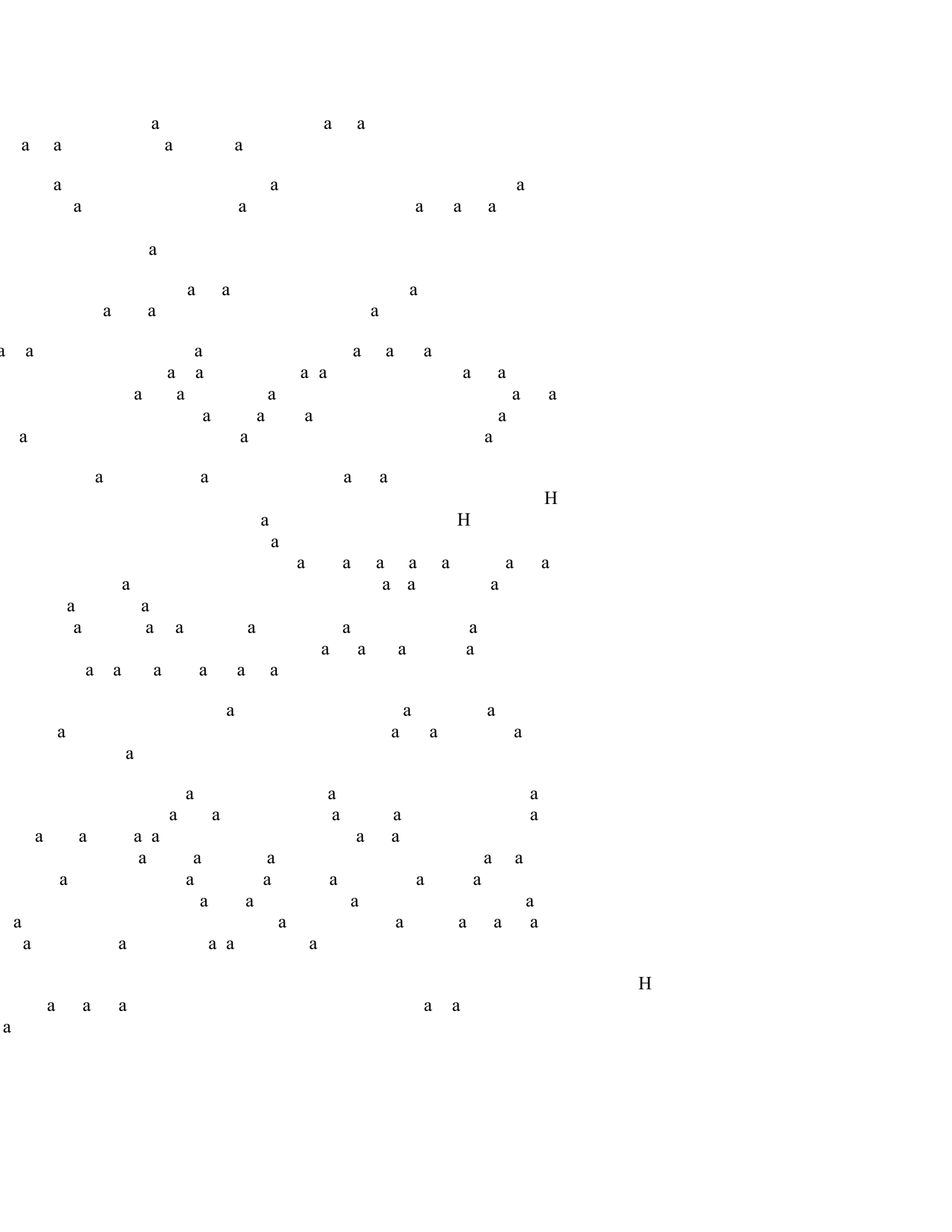

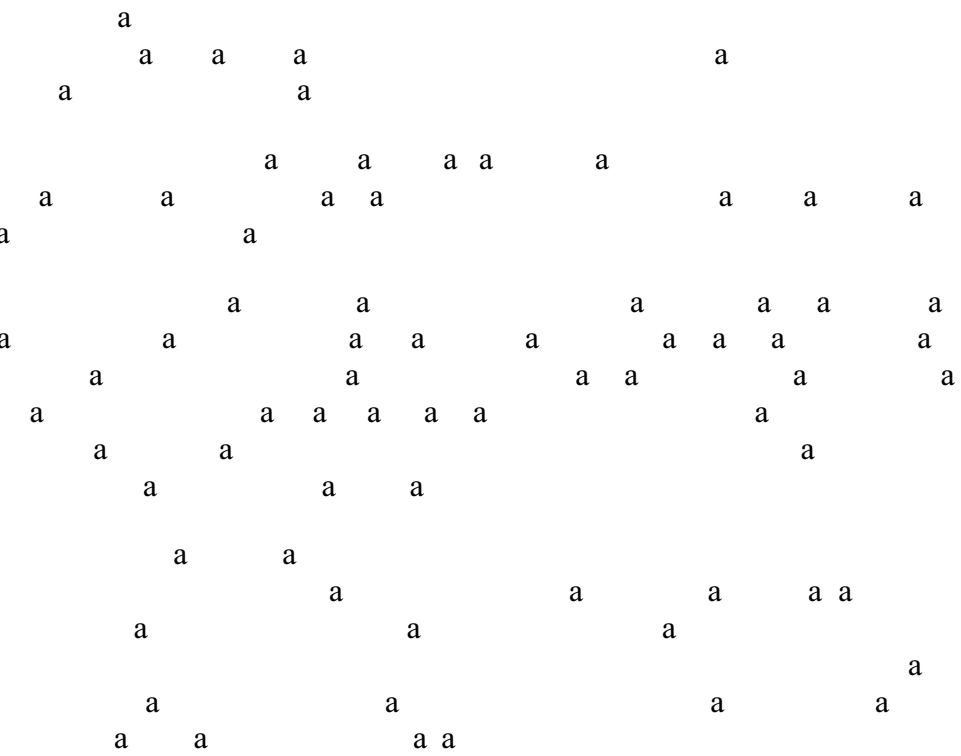

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Arm's-Length Transaction.

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SCHEDULE I

MATURITY SCHEDULE

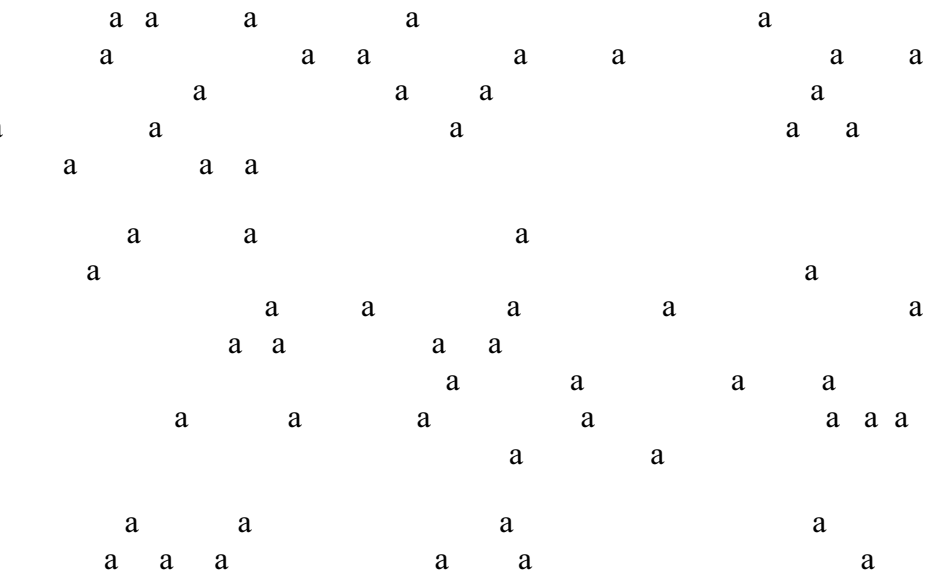
SERIAL BONDS

Due August 15	Principal Amount	Interest Rate	Yield	Price

TERM BONDS

Due August 15	Principal Amount	Interest Rate	Yield	Price

EXHIBIT A
LETTER OF REPRESENTATIONS



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CITIGROUP GLOBAL MARKETS INC.,

SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY

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EXHIBIT B

FORM OF OPINION OF APPENDIX A DISCLOSURE COUNSEL

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EXHIBIT C

$_SAC SR SMENESN SR TSONIYH LS IEJY POLJSAELW

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EXHIBIT D

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EXHIBIT G

CERTIFICATE OF THE TRUSTEE

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SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY
LEASE REVENUE REFUNDING BONDS, 2014 SERIES B

BOND PURCHASE AGREEMENT

January __, 2014

Sacramento City Schools Joint Powers Financing Authority
Sacramento, California

Sacramento City Unified School District
Sacramento, California

Ladies and Gentlemen:

The undersigned, [Western Alliance] (the "Purchaser"), offers to purchase from of Sacramento City Schools Joint Powers Financing Authority (the "Authority"), all (but not less than all) of the $$_____ Lease Revenue Refunding Bonds, 2014 Series B of the Issuer (the "Bonds"). This offer is made subject to acceptance by the Issuer and the Sacramento City Unified School District (the "District") of this Bond Purchase Agreement (this "Agreement") on or before 11:59 p.m., California Time, on the date hereof. Upon the Issuer's and the District's acceptance of this offer, it will be binding upon the Issuer, the District and the Purchaser.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. The terms of the

The proceeds of the Bonds will be applied to: prepay a

(b) The

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the Issuer required for the execution and delivery of this Agreement or the execution, delivery and sale of the Bonds to the Purchaser or the consummation by the Issuer of the other transactions contemplated by the Issuer Legal Documents;

(g) The Bonds will be issued in accordance ʻ ʻv uʖ ξ(Agreemnts;

District Resolution, to enter into and perform its duties under the District Legal

execution, delivery and sale of the Bonds to the Purchaser or the consummation by the District of the other transactions contemplated by the District Legal Documents;

(g) The Bonds will be issued in accordance with the Trust Agreement;

(h) The Bonds will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Trust Agreement, and the Trust Agreement will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and lien on the Revenues (as defined in the Trust Agreement) and the funds and accounts pledged under the Trust Agreement, subject only to the provisions of the Trust Agreement permitting the application thereof on the terms and conditions set forth in the Trust Agreement;

(i) Except as disclosed to the Purchaser, there has not been any material adverse change in the financial condition of the District since [December 15, 2013 -- First Interim Date], and the Purchaser is assumed to have knowledge of àڤ pŦ ٭ľ -þ˽ᵛ_ch tÐ٭mit

6. In connection with its purchase of the Bonds, the Purchaser represents and covenants to the Issuer that:

(a) the Purchaser is a Qualified Institutional Buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a purchase of the Bonds;

(b) the Purchaser has conducted its own investigation into the merits and risks of an investment in the Bonds

Agreement to purchase, to accept delivery of and to pay for the Bonds shall be subject, at the option of the Purchaser, to the accuracy in all material respects of the acc¾