

BOND PURCHASE AGREEMENT

§ _____
**Sonoma County Public Financing Authority
Sonoma County Energy Independence Program
Contractual Assessment Revenue Bond
Series 20__ - __ (Taxable)**

This Bond Purchase Agreement (this “Agreement”) is made and entered into as of _____ 1, 20__, by and between the Treasurer (the “County Treasurer”) of the County of Sonoma (the “County”), for and on behalf of the SONOMA COUNTY TREASURY POOLED INVESTMENT FUND, a pooled local agency investment fund under the laws of the State of California (the “County Pool”), and the SONOMA COUNTY PUBLIC FINANCING AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the “Authority”).

Recitals

A. The Board of Supervisors (the “County Board”) of the County by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the “SCEIP”) to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, (the “Efficiency Improvements”), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code. Further, pursuant to its Resolution No. 19-0311, the County Board authorized financing for acquisition and construction or installation of seismic strengthening improvements and wildfire safety improvements that are permanently fixed to existing residential, commercial, industrial, agricultural, or other real property (together with the Efficiency Improvements, the “Improvements”).

B. The Governing Board of the Authority has determined pursuant to Resolution No. _____ (the “Resolution of Issuance”) to issue its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bond, Series 20__ - __ (Taxable) (the “Bond”) under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “JPA Act”), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make a loan to the County to make disbursements pursuant to the SCEIP and the aforementioned assessment contracts to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein.

C. The County heretofore has established the County Pool as a pooled local agency investment fund under the laws of the State of California (including without limitation Government Code Sections 53601 and 53635). The powers of the County Board include the power to invest money for the benefit of the participants in the County Pool, and pursuant to Government

Code Section 53607, the County Board has delegated its authority to invest or to reinvest County funds, including but not limited to the funds of the County Pool, to the County Treasurer.

D. The Authority has determined to sell, and the County Board by its Resolution No. _____, has determined to provide the express authority under Government Code Section 53601 for the County Treasurer, for and on behalf of the County Pool, to invest in and purchase, the Bond pursuant to the terms of this Agreement.

E. All acts and proceedings required by law necessary to make this Agreement, when executed by the Authority and the County Treasurer, for and on behalf of the County Pool, the valid, binding and legal obligation of the parties to this Agreement, and to constitute this Agreement a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Agreement have been in all respects duly authorized.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto do hereby agree as follows:

Section 1. Definitions. Unless the context clearly requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings which such terms are given in the Resolution of Issuance.

Section 2. Purchase of the Bond. Upon the terms and conditions herein set forth, the County Treasurer, for and on behalf of the County Pool, hereby agrees to purchase, and the Authority hereby agrees to sell, execute and deliver the Bond to the County Treasurer, for and on behalf of the County Pool. The purchase price to be paid for the Bond shall be the par value thereof.

Section 3. The Bond. The Bond will be delivered in definitive, fully registered form, registered in the name of the Authority and may be typewritten. The Bond shall be dated the Closing Date, shall be in the initial aggregate principal amount of \$ _____, and shall mature on September 2, 20____. Interest thereon shall be payable semi-annually on March 2 and September 2 of each year and at the rates shown in the Resolution of Issuance, and shall otherwise be as described in, and shall be secured as set forth in, the Resolution of Issuance.

Section 4. Closing. At 8:00 A.M., California time, on _____ 1, 20____, or at such other time or date as shall have been mutually agreed upon by the Authority and the County Treasurer, for and on behalf of the County Pool (the "Closing Date"), the Authority will, subject to the terms and conditions hereof, deliver to the County Treasurer, for and on behalf of the County Pool, at the office of the County Treasurer in the County of Sonoma, California, the Bond in fully registered form, duly executed and registered; and, subject to the terms and conditions hereof, the County Treasurer, for and on behalf of the County Pool, will accept such delivery and cause the purchase price of the Bond to be paid by check or draft or by interfund transfer, as the case may be.

Section 5. Representations of the County Treasurer for and on behalf of the County Pool – Due Authorization and Suitability for Private Placement. The County Treasurer, for and on behalf of the County Pool, represents, warrants and agrees as follows:

a) The County heretofore has established the County Pool as a pooled local agency investment fund under the laws of the State of California (including without limitation Government Code Sections 53601 and 53635).

b) The powers of the County include the power to invest money for the benefit of the County and the other participants in the County Pool, and pursuant to Government Code Section 53607, the County has delegated its authority to invest or to reinvest County funds, including but not limited to the funds of the County Pool, to the County Treasurer. Such delegation of authority to the County Treasurer is in effect as of the date of this Agreement and will continue to be in effect as of the Closing Date.

c) The County Treasurer, for and on behalf of the County Pool, has received and reviewed copies of the Resolution of Issuance. The County Treasurer, for and on behalf of the County Pool, understands that (i) the Bond is a limited obligation of the Authority secured by and payable solely from Revenues as provided in the Resolution of Issuance, (ii) no other fund or property of the Authority or the County is liable for the payment of the Bond, (iii) none of the payment obligations with respect to the Bond are secured by a pledge of any money received or to be received from taxation by the County or any political subdivision thereof, other than the Assessment Revenues securing the loan agreement pursuant to which the Revenues securing the Bond will be paid, and (iv) there is no reserve fund for the Bond.

d) The County Treasurer, for and on behalf of the County Pool, has sufficient knowledge and experience in financial and business matters, including in the purchase and ownership of municipal obligations of a nature similar to the Bond, to be able to evaluate the risks and merits of investing in the Bond.

e) The County Treasurer, for and on behalf of the County Pool, acknowledges that Authority has not prepared any offering document with respect to the Bond. The County Treasurer, for and on behalf of the County Pool, as a sophisticated investor, has made its own credit inquiry and analyses with respect to the Bond. The County Treasurer, for and on behalf of the County Pool, has assumed the responsibility for obtaining and making such review as he has deemed necessary or desirable in connection with the decision to invest funds of the County Pool in the Bond. The County Treasurer's decision to invest the County Pool in the Bond did not rely on any information provided by the Authority (or any representatives or agents of the Authority) that is not in written form.

f) The County Treasurer, for and on behalf of the County Pool, has duly determined that (i) the County Pool is legally authorized to purchase the Bond, and (ii) the Bond is a lawful investment for the County Pool under all applicable laws.

g) The County Treasurer, for and on behalf of the County Pool, understands that (i) the Bond has not been registered with any federal or state securities agency or commission or otherwise qualified for sale under the "Blue Sky" laws or regulations of any state, (ii) will not be listed on any securities exchange, (iii) will not carry a rating from any rating service, and (iv) may not be readily marketable.

h) The County Treasurer, for and on behalf of the County Pool, is investing in the Bond for the County Pool's own account, and at the time of its purchase of the Bond, does not intend to distribute, resell or otherwise dispose of the Bond.

i) The County Treasurer, for and on behalf of the County Pool, agrees that, in the event that he decides to sell or otherwise transfer the Bond for and on behalf of the County Pool, he shall require the new transferee to deliver to the Authority the letter required by the Resolution of Issuance as a condition precedent to the consummation of such transfer.

Section 6. Condition of Closing. The Authority's obligation to sell the Bond is conditioned upon the County Treasurer's delivery to the Authority, on or prior to the Closing Date, of a certificate, dated the Closing Date, signed by the County Treasurer, for and on behalf of the County Pool, satisfactory in form and substance to the Authority and bond counsel with respect to the Bond, Richards, Watson & Gershon, A Professional Corporation, or other nationally recognized bond counsel, to the effect that the representations and warranties of the County Treasurer, for and on behalf of the County Pool, contained herein are true and correct as of the Closing Date.

Section 7. Termination. If the conditions to the Authority's obligations contained in this Agreement cannot be satisfied at or prior to the Closing Date, this Agreement may be canceled by the Authority. Notice of such cancellation shall be given to the County Treasurer, for and on behalf of the County Pool, in writing. Upon any such termination neither the Authority nor the County Treasurer shall be under any further obligation hereunder.

Section 8. Parties in Interest. This Agreement shall constitute the entire agreement between the County Treasurer, for and on behalf of the County Pool, and the Authority and is made solely for the benefit of the County Treasurer, for and on behalf of the County Pool, and the Authority (including their successors or assigns). No other person shall acquire or have any right hereunder or by virtue hereof.

Section 9. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the SONOMA COUNTY PUBLIC FINANCING AUTHORITY and the Treasurer of the County, for and on behalf of the SONOMA COUNTY TREASURY POOLED INVESTMENT FUND, have each caused this Agreement to be signed in its name by its duly authorized officer, all as of the day and year first above written.

SONOMA COUNTY PUBLIC FINANCING AUTHORITY

By [form of agreement – no signature required]
Chair

Attest:

By _____
Secretary

TREASURER OF THE COUNTY OF SONOMA, FOR
AND ON BEHALF OF THE SONOMA COUNTY
TREASURY POOLED INVESTMENT FUND

By [form of agreement – no signature required]
Auditor/Controller-Treasurer-Tax Collector
of the County of Sonoma