Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE

Council Chambers, 305 West Third Street
July 26, 2022

Regular Meeting - 5:00 to 6:30 PM

Zoom details to call-in for public comment during a meeting:

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 829 6704 8411**
3. **Passcode: 123149**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

   a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
   b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Presentation / Committee Discussion / Public Comment)

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the July 12, 2022 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Fire Department
SUBJECT: Purchase Order with Stonewell Bodies For Upfitting Eight (8) Command Vehicles in the amount of $869,632. (0/5/5)
RECOMMENDATION: That the Finance and Governance committee recommend that City Council:

1) Authorize the Mayor to execute a purchase order in the amount of $869,632 for the upfitting of eight (8) Battalion Chief Command vehicles by Stonewell Bodies.
2) Adopt a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from the proceeds of indebtedness related to the purchase eight (8) Battalion Chief Command vehicles.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UUt99WNyqW8
Contact: Alexander Hamilton, (805) 385-7700

2. Finance Department
SUBJECT: Authorize Execution and Delivery of Schedule of Property to the Banc of America Master Equipment Lease/Purchase Agreement A-7667 for the Financing, and Leasing of Certain Equipment. (10/5/5)
RECOMMENDATION: That the Finance and Governance Committee recommend City Council adopt a resolution, approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $1.4 million to reimburse the City for the purchase of

eight Fire Battalion Chief vehicle chassis and provide financing for the upfitting cost of the eight chassis, authorizing the execution and delivery of other documents required in connection therewith, and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution.

(Presentation will be live upon Consultant's request.)
Contact: Betsy George, (805) 200-5400

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: July 26, 2022

TO: Finance & Governance Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the July 12, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 07 12 2022 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
July 12, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:03 p.m., Chair John C. Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Gabriela Basua, Member Gabriel (Gabe) Teran, and Chair John C. Zaragoza were present in person.

Staff members Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Michelle (Elle) McCarron, Assistant City Attorney; Mark Sewell, Assistant Chief Financial Officer; Jennifer Yates, Purchasing Manager; Steve Naveau, Human Resources Director; Casey Clay, Payroll Manager; Gary Krumian, IT Programmer Analyst; and Rose Chaparro, City Clerk were also present.

Staff members that participated via videoconference were Alexander Nguyen, City Manager and Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer.

Andy Bhatnagar, Consultant with Kreative Core Technologies Corporation, participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the June 14, 2022 regular meeting as presented.

It was moved by Member Teran, seconded by Member Basua, to approve the Information/Consent item as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Human Resources Department
SUBJECT: Second Amendment to Gallagher Benefit Services Agreements for Recruitment, Classification and Market Study. (0/5/5)
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the following:

1. Second Amendment to Agreement Number 9109-21-HR with Gallagher Benefit Services for services related to classification and market study for an increase of $75,000 for a total contract amount not to exceed $150,000; and
2. Second Amendment to Agreement Number 9338-21-HR with Gallagher Benefit Services for recruitment services for an increase of $100,000 for a total contract amount not to exceed $200,000.

Steve Naveau, Human Resources Director, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Basua, seconded by Member Teran, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

2. Finance Department
   SUBJECT: Approval of Four Annual Citywide Blanket Purchase Orders with a Not to Exceed (NTE) amount greater than $200,000 each. (0/5/5)
   RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute Blanket Purchase Orders with Amazon Business, Grainger, Office Depot, and Tri-County Office Furniture for not to exceed amounts greater than $200,000 each utilizing competitively bid and awarded cooperative agreements for daily operations for a period of July 1, 2022, to June 30, 2023.

Shiri Klima, Deputy City Manager presented and introduced Jennifer Yates, Purchasing Manager, who answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Teran, seconded by Member Basua, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

3. City Manager Department
   SUBJECT: Third Amendment with Kreative Core Technologies Corp (9431-21-FN) for ERP Project Management Services. (0/5/5)
   RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp. (9431-21-FN) in the amount of $1,700,000 for a new not to exceed contract amount of $2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.

Shiri Klima, Deputy City Manager, introduced Mark Sewell, Assistant Chief Financial Officer and Andy Bhatnagar, Consultant with Kreative Core Technologies Corporation, who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Basua, seconded by Member Teran, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

4. City Manager Department
   SUBJECT: Obtaining Councilmember Volunteer to Serve on Whistleblower Hotline Vetting Committee. (0/5/5)
   RECOMMENDATION: That the Finance and Governance Committee appoint one Councilmember to serve on the Whistleblower Hotline Vetting Committee.

Shiri Klima, Deputy City Manager, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

Councilmember Teran volunteered to serve on the Whistleblower Hotline Vetting Committee.

It was moved by Member Basua, seconded by Chair Zaragoza, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

5. Information Technology Department
SUBJECT: Infrastructure Investment and Jobs Act (IIJA) Grant Application. (0/5/5)
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a $500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;

2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed $500,000 in State of California IIJA cybersecurity grant funds;

3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and

4. The Chief Information Officer to submit non-financial reports.

Shiri Klima, Deputy City Manager introduced Gary Krumian, IT Programmer Analyst, who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Teran, seconded by Member Basua, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT
There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:30 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Chair

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: July 26, 2022

TO: Finance & Governance Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Purchase Order with Stonewell Bodies For Upfitting Eight (8) Command Vehicles in the amount of $869,632. (0/5/5)

RECOMMENDATION

That the Finance and Governance committee recommend that City Council:

1) Authorize the Mayor to execute a purchase order in the amount of $869,632 for the upfitting of eight (8) Battalion Chief Command vehicles by Stonewell Bodies.
2) Adopt a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from the proceeds of indebtedness related to the purchase eight (8) Battalion Chief Command vehicles.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UUt99WNyqW8

BACKGROUND

On June 29, 2021, City Council adopted FY 2021/2022 City of Oxnard Budget, which included funding in the amount of $960,000.00 to be utilized for the purchase and up-fitting of eight (8) Battalion Chief Emergency Response/Command Vehicles. The eight (8) Battalion Chief Command Vehicles will be utilized in the following manner:

1. Replacement of the two (2) current front line Battalion Chief Command Vehicles, which will then be reassigned to the two Fire Department Assistant Chief positions.
2. Replacement of the Fire Marshal's Vehicle, which has become cost prohibitive to repair and cannot efficiently operate as an Emergency Response/Command Vehicle.
3. Replacement of the Fire Department Training Chief Vehicle, which is ten years old and will move into a reserve status.
4. Replacement of one (1) Battalion Chief Emergency Response/Command Vehicle, which was taken out of service by an emergency response related traffic collision.
5. Three (3) Battalion Chief Vehicles will be utilized as vehicles for the three new Battalion Chief positions that will begin in FY 22/23.

Upon receiving notification of funding in July of 2021, the Fire Department partnered with Fleet Services to create a specification for the command vehicles. National Auto Fleet was awarded the agreement for supplying the chassis using Sourcewell Cooperative Agreement 120716-NAF. The Mayor approved Purchase Order 8388 on November 4, 2021. The City Council ratified the Mayor's authorization to sign the Purchase Order on December 28, 2021.

DISCUSSION

The Fire Department Capital Equipment and Apparatus Committee researched the design of the Battalion Chief vehicles with a focus on cancer prevention, driver safety, and emergency incident response capabilities. The unique design provided solely by Stonewell Bodies best met the needs of the Department by accomplishing the three aforementioned qualities with a custom aluminum body. The Stonewell custom aluminum body removes firefighting equipment from the driver and passenger area of the command vehicle while providing for increased storage and accessibility to vital communications and fire fighting equipment utilized by the Oxnard Fire Department Command Staff. These qualities are paramount for the Command Staff when operating as an incident commander within the City of Oxnard and also the greater Ventura County operational area.

The upfit costs include the fabrication of the body of the truck, fabrication and installation of equipment storage shelving within the body of the truck, procurement and installation of fire fighting equipment mounts, fabrication and installation of the communications center console in the driver area, fabrication and installation of a command center workstation at the rear of the truck body with work lighting and electrical power, installation of radios, radio antennas and radio chargers, installation of the mobile data computers, installation of an EMTRAC emergency traffic preemption device, procurement and installation of emergency lighting and siren package.

The Stonewell body is unique from other command vehicle builds in that it can be removed and placed on another chassis should the vehicle need to be replaced due to damage or age. This feature of the Stonewell custom body serves well in providing a longer service life for the major component of the command vehicles, in addition to the reduction of future costs when the command vehicle requires refurbishment.

Battalion Chief Baker is the lead member of the Fire Department Capital Equipment and Apparatus Committee. In his twenty-two years of service in the Fire Department, sixteen of which has been spent on the Apparatus Committee, Chief Baker found Stonewell Bodies to be the only vendor that constructs this particular specification. Stonewell Bodies has provided a letter to attest to the uniqueness of its Command Access Vehicle design.

The design, specification and quote for the Battalion Chief vehicles began in 2019. Quotes for the project were obtained in advance of the FY20/21 budget request period at which time the committee estimated $60,000 per vehicle; this estimate did not project the 400% increase in the cost of aluminum that has occurred in the last 18 months, nor did it take into account the unprecedented inflation rates of the past two and half years. The delivery of the chassis was impacted by chain supply issues with projected delivery in the next two months. Upon learning of the delivery date an updated quote for the upfitting was provided at a cost of $108,704 per vehicle. The substantial increase in cost will exceed the project budget by $329,306. The Fire Department will use revenue generated by reimbursements for mutual aid deployments to cover the difference.

City staff expect to utilize the outstanding Master Equipment Lease Purchase Agreement ("Master Lease") with Banc of America to reimburse the City for the cost of the vehicles and the upfitting costs. The City has approximately $1.4 million remaining in the existing line of credit and expects to draw a total of $1.3 million to cover the purchase and upfitting of the command vehicles. In order for the reimbursement to be compliant with the requirements of tax-exempt financings, the City is required to adopt a resolution declaring its intention to reimburse the City out of tax-exempt line of credit proceeds. This must be adopted within sixty days of when the vehicles were purchased. Adopting this resolution preserves the option for the City to be reimbursed from draws on the line of credit for the amounts already paid for the vehicles.

While adopting the reimbursement resolution demonstrates the City's intent to borrow funds, it does not obligate the City to borrow the funds.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The cost of upfitting eight (8) Battalion Chief vehicles will be $869,632. The Fiscal Year 2021-22 Adopted Budget allocated $960,000 for the purchase and upfitting of the vehicles in project #222202 (Fire Command Vehicles-8). To date, $419,674 of the project budget has been allocated to National Auto for the procurement of eight (8) F-350 chassis, leaving a balance of $540,326 for the upfitting. If the City does not utilize the line of credit for the remaining upfitting cost, the Fire Department will seek appropriation of Wildland mutual aid response revenues to pay for the unfunded balance of $329,306 for upfitting costs.

The financial impact of utilizing the Master Equipment Lease Purchase Agreement will be provided when staff brings the financing recommendation to the Committee for consideration. The FY2022-23 Adopted Budget includes the estimated annual lease payment for the financing of the eight (8) Battalion Chief vehicles.

Prepared by: Aaron Baker, Battalion Chief , Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Specification for Command Vehicles
2. Stonewell PO slides
3. Oxnard Reimbursement Resolution (Battalion Command Vehicles)____

SPECIFICATIONS FOR

COMMAND ACCESS VEHICLE

Oxnard Fire Department

Aaron Baker
360 West Second Street
Oxnard, CA, 93030
Aaron.Baker@Oxnard.org
805-290-5198

STONEWELL

Lou Sposito
625 Sills Road
Genoa NY 13071
Lsposito@stonewellbodies.com
315-497-3512

05-25-2022

Price
$108,704.00 Each Unit X 8
$869,632.00 Total Contract

STONEWELL COMPANY HISTORY

Stonewell Bodies was founded in 1994 out of necessity to work smarter and not harder. The company was started by a farrier looking to shoe his horses without the trouble of constantly loading and unloading a pickup truck with all his tools of the trade. After carefully considering how to make a truck body that would be light, provide protections from the elements, easy to organize and last for many years, the Stonewell Body was created.

Today, Stonewell has grown to service three primary industries, all of which require a light weight and efficient design. The primary industries serviced by Stonewell include Farriers and mobile veterinarians, emergency services vehicles and the building trades. The common thread among these three industries hinges on the need of efficient access to the truck body so they can access and depart the vehicle as quickly as possible.

Stonewell now employs 37 craftsmen who are experts in the field of fabrication as well as having significant application experience in the field of EMS and Farrier. Our team is comprised of farriers, EMT's, volunteer Fire Chiefs and assistant Chiefs. These craftspeople bring their passion and practical experience with them as they work to build outstanding truck bodies.

Coupled with experts in fabrication, Stonewell has made significant investments in productions capabilities. Our bodies and fabricated solutions are designed using the latest CAD, and modeling, software coupled to fully CNC processing equipment. Our metal cutting is primarily achieved through a new Mitsubishi Laser, HAAS milling machines or other very prices machine-tools. We have invested in our infrastructure as well as equipment and are confident we can design, weld and manufacture to the exacting specifications we develop.

Over the last several decades, Stonewell has evolved to be a market leader with a robust compliment of tools needed to solve customer problems. We continually work to solve application problems and stand behind the products that we produce. We look forward to the possibility of working with you and hope you consider Stonewell Bodies for your next design need.

TERMS OF PAYMENT - 20% / 30% at 90 DAYS / 50% DELIVERY

The terms of this purchase shall be 20% of the body purchase price upon signing of the purchase agreement. A progress payment of 30% shall be made at the day 90 day mark, or post interior installation - whichever comes first. The remaining 50% shall be paid upon delivery of the specified vehicle. If payment is not made and Stonewell must pursue legal remedies, all legal expenses shall be the responsibility of the purchaser.

AGREEMENT OF SALE FOR COMMAND ACCESS VEHICLE

THIS AGREEMENT is made between **Stonewell Bodies and Machine Inc. (Stonewell)** and:

Legal Name of Buyer **Oxnard Fire Department**
Address **360 West Second Street, Oxnard, CA, 93030**
Phone Number **805-290-5198**

ACCEPTANCE:

Stonewell agrees to sell, and Buyer agrees to purchase (eight) 8 Command Access Vehicle's described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

1. DELIVERY SCHEDULE:

The 8 Command Access Vehicle Each shall be ready for transport in approximately 180 days after delivery of chassis to Stonewell Assembly line.
Each vehicle will have separate ready times and will be shipped in groups of 2, 3 and 3
This time frame is subject to extension due to changes made by Buyer or in accordance with Sections 4 or 10,11,12 below.

2. PRICE: **$108,704** Each a total of Eight (8) CAV units

Buyer shall pay Stonewell Bodies & Machine Inc. the purchase price for the installation of the Command Access Vehicle in the sum of **$869,632.00** U.S. Dollars.

This purchase price **excludes** taxes. Responsibility to pay taxes are with the buyer.
Any applicable taxes not specifically noted above will be paid by the Buyer directly or will be added to the purchase price and paid by Buyer. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and hold harmless Stonewell Bodies & Machine Inc. harmless from any such tax, interest or penalty, which may at any time be assessed against Stonewell Bodies & Machine Inc. as a result of this transaction.

3. TERMS OF PAYMENT SHALL BE:

Due upon signing: …… **$173,926.00**

Due upon video conference inspection after 4 Cavs hav been completed ……… **$260,889.60**

Due upon completion and video or in-person (at your cost) inspection prior to shipping……**$434,816.00**

Applicable method of payment for remaining balance due: Check or wire transfer.

In the event of a dispute, Stonewell Bodies shall have the right to collect, from the purchaser, reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this agreement.

4. CONTINGENCIES:

Stonewell will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood, or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of these entities which prevent or hinder the manufacture and/or delivery of the Command Access Vehicle.

5. WARRANTY:

Stonewell provides a limited warranty on new Command Access Vehicle of its own manufacture in accordance with the warranty terms set forth in the Specifications provided. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STONEWELL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION. This warranty starts upon placing the vehicles in service not to exceed 6 months after delivery.

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

Stonewell EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE COMMAND ACCESS VEHICLE, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

7. CANCELLATION:

This contract is not subject to cancellation by Buyer, unless for material breach by Stonewell Bodies, except upon payment to seller of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by seller and seller's anticipated profit.

8. ENTIRE AGREEMENT; AMENDMENTS:

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Stonewell has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

9. SEVERABILITY:

If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

10. CHANGES IN COMMERCIAL SPECIFICATIONS:

Specifications for all commercial components of the Command Access Vehicle, manufactured by companies other than Stonewell are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Command Access Vehicle. Stonewell shall not be liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.

11. CHANGES IN REGULATIONS/INDUSTRY STANDARDS:

The Purchase Price is subject to adjustment for changes to the Command Access Vehicle necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Stonewell Bodies and Stonewell Bodies & Machine Inc.'s control.

12. CHANGE ORDERS:

Changes in the build contract may be submitted to Stonewell. These changes must be in writing and when necessary, drawings may be required. Dependent on where in the build process the CAV is, the change order may be accepted or rejected by Stonewell. The cost of the change will be added on to the total cost of the CAV. This new price must be approved and agreed to in writing by the purchaser. While change orders are being processed, the completion date shall be extended according to the days spent processing the change order as well as the time needed to complete the change.

IN WITNESS WHEREOF, Buyer and Stonewell Bodies & Machine Inc. have caused this agreement to be executed by their duly authorized representatives this day of:

Stonewell Bodies **(Authorized Agent of the Stonewell)**

Print Name: ________________________________

Signature: __________________________________

Title: _______________________________________

Date: _______________________________________

This contract is not a valid and binding obligation until approved, dated and executed by Stonewell Bodies & Machine Inc. inc.

Oxnard Fire Department

Print Name: ____________________________________

Signature: _____________________________________

Title: ____

Date: ____

Construction Period

The delivery of the vehicle shall be spread out over a period needed to complete the 8 CAVs after receipt of the chassis.

The bidder shall not be responsible for delays in delivery due to strikes, acts of God, failure of suppliers to deliver, chassis shortage and other reasons beyond the reasonable control of the builder. Should the bidder be unable to comply with the proposed delivery date, the purchaser shall be notified immediately with the reasons for non-compliance.

PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be conducted via a Webcast.

ONE (1) YEAR PARTS & LABOR WARRANTY

Stonewell Bodies & Machine Inc. SWBM Limited Warranty Coverage. General parts and labor warranty for the body, integral components, materials, and workmanship are warranted against defects and failure for one (1) year on parts and labor.

Components purchased by SWBM from suppliers are subject to the warranties provided by those suppliers. Warranty period commences from the in-service date for the body. The body must be used only for its intended purpose. The body must be maintained and serviced according to the guidelines in the supplied documents.

Exclusions: This warranty applies only to the SWBM manufactured body and its integral components and excludes options and accessories, which are covered by separate vendor specific warranties. The warranty is valid only when the body is used for its intended purpose. Warranty does not apply to any product or component that has been overloaded, altered, abused, misused, or damaged by impact or collision. This warranty is not transferable.

Warranty repairs performed by SWBM or its authorized agents: warranty repairs shall be performed at an SWBM facility or at an authorized distributor. SWBM may, at its discretion, pick up and return the vehicle to the owner's location or may request that the owner deliver the vehicle to the repair site.

Warranty repairs performed by non-SWBM Entities: SWBM may authorize a third party to perform warranty repairs. Any such decision will be based on type of repair, distance to the nearest approved SWBM repair site, and urgency of the repair. SWBM must provide written authorization and permission before a non-SWBM entity begins repair or replacement of components. Warranty claims for unauthorized and unsubstantiated work may be denied.

Peripheral, incidental, and consequential damages and claims: The SWBM limited warranty does not apply to damage and failure resulting from misuse, abuse, neglect, accident, improper customer/distributor installation, lack of maintenance, or natural events.

Any modifications by the buyer or any third party, without the prior written consent of SWBM, may void this warranty. Operating conditions, or applications not made known to or contemplated by SWBM at the time of delivery to the buyer may also void this warranty. Damages resulting from any other abnormal operation will not be covered by this warranty. Normal maintenance, wear, and consumable items such as light bulbs are not covered under this warranty.

SWBM will not reimburse for lost time, business, or business opportunity, or for any loss of use related to warranty claims. SWBM will not provide or pay for the use of a rental vehicle, equipment, or tools while warranty work is performed. SWBM will not reimburse for equipment or tools that are damaged, lost, or missing in conjunction with a warranty claim. SWBM is not responsible for, and will not reimburse for mileage, fuel, and wear incurred in the process of driving the vehicle to a repair site or delivery to the end user location, nor for lost time incurred by an owner delivering and picking up a vehicle or associated components.

This limited warranty is the sole and exclusive remedy for defective products manufactured and/or installed by SWBM.

HOW TO OBTAIN WARRANTY SERVICE FROM STONEWELL BODIES & MACHINE INC.

Making an appointment for warranty service at an SWBM facility or authorized repair site:

1. Call the SWBM location where your truck was built.
2. Discuss the problem with the warranty representative to determine resolution and repair schedule.

Requesting authorization to perform warranty work:

1. Obtain the following information: All of the information requested in item #2 above.
   a) Documented photographs for any physical damage. (paint, dents, etc.)
   b) Inspection notes by SWBM personnel or a third party representing SWBM if necessary.

2. Call the SWBM location where your truck was built. Discuss the problem with the warranty representative to determine coverage and repair method.

3. The representative will grant permission to perform repairs if approved.

4. IMPORTANT! The representative must issue a Returned Goods Authorization (RGA) number.

5. Defective parts must be returned freight prepaid to SWBM within seven days.

6. If the affected component was purchased from a non-SWBM supplier, please allow extra time for SWBM to contact and work with the supplier.

Stonewell Bodies & Machine Inc. reserves the right to deny any warranty if proper procedures are not followed. Proper documentation, including photos, must be provided for SWBM to validate and approve any claim submitted after repairs are done by a third party.

FIVE (5) YEAR STRUCTURAL BODY WARRANTY

Stonewell Bodies & Machine Inc. SWBM Limited Warranty Coverage: the structural integrity of the body, integral components, materials, and workmanship are warranted against defects and failure for five (5) years, with 100% parts and labor coverage. This warranty is in additional to the standard parts and labor warranty attached for the entire body and components.

Components purchased by SWBM from suppliers are subject to the warranties provided by those suppliers. Warranty period commences from the in-service date for the body. The body must be used only for its intended purpose. The body must be maintained and serviced according to the guidelines in the supplied documents.

Exclusions: This warranty applies only to the SWBM manufactured body and its integral components and excludes options and accessories, which are covered by separate vendor specific warranties. The warranty is valid only when the body is used for its intended purpose. Warranty does not apply to any product or component that has been overloaded, altered, abused, misused, or damaged by impact or collision. This warranty is not transferable.

Warranty repairs performed by SWBM or its authorized agents: warranty repairs shall be performed at an SWBM facility or at an authorized distributor. SWBM may, at its discretion, pick up and return the vehicle to the owner's location or may request that the owner deliver the vehicle to the repair site.

Warranty repairs performed by non-SWBM Entities: SWBM may authorize a third party to perform warranty repairs. Any such decision will be based on type of repair, distance to the nearest approved SWBM repair site, and urgency of the repair. SWBM must provide written authorization and permission before a non-SWBM entity begins repair or replacement of components. Warranty claims for unauthorized and unsubstantiated work may be denied.

Peripheral, incidental, and consequential damages and claims: The SWBM limited warranty does not apply to damage and failure resulting from misuse, abuse, neglect, accident, improper customer/distributor installation, lack of maintenance, or natural events.

Any modifications by the buyer or any third party, without the prior written consent of SWBM, may void this warranty. Operating conditions, or applications not made known to or contemplated by SWBM at the time of delivery to the buyer may also void this warranty. Damages resulting from any other abnormal operation will not be covered by this warranty. Normal maintenance, wear, and consumable items are not covered under this warranty.

SWBM will not reimburse for lost time, business, or business opportunity, or for any loss of use related to warranty claims. SWBM will not provide or pay for the use of a rental vehicle, equipment, or tools while warranty work is performed. SWBM will not reimburse for equipment or tools that are damaged, lost, or missing in conjunction with a warranty claim. SWBM is not responsible for, and will not reimburse for mileage, fuel, and wear incurred in the process of driving the vehicle to a repair site or delivery to the end user location, nor for lost time incurred by an owner delivering and picking up a vehicle or associated components.
This limited warranty is the sole and exclusive remedy for defective products manufactured and/or installed by SWBM.

PAINT WARRANTY

The PPG Commercial Paint Performance Warranty covers the vehicle refinished with specified and approved products for a period of three (3), years beginning the day the vehicle is delivered to the customer / dealer. The warranty provides coverage for the following items:
a) Peeling or de-lamination of the topcoat and or other layers of paint
b) Cracking, checking
c) Loss of gloss caused by cracking, checking, or hazing

PAINT WARRANTY EXCLUSIONS

Paint deterioration caused by blisters or other film degradation due to rust or corrosion originating from the substrate. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems. Paint deterioration caused by abuse, scratches, chips, gloss reduction, accidents, acid rain, chemical fall-out or acts of nature. Failures on finishes due to inadequate film builds. Failures due to improper cleaning or surface preparation or failure to allow the product instructions.

Claims presented without proper warranty documentation.

"AS BUILT" WIRING DIAGRAM

The manufacturer shall provide one (1) "as built" wiring schematic, One each per CAV unit, for the electrical components and the wiring system. These diagrams shall be in a notebook type binder, with reference tabs if needed.

CHASSIS SPECIFICATIONS

COMMERCIAL CHASSIS

The chassis shall be a new, unused commercial chassis drop shipped to the apparatus body manufacturer's production facility. Stonewell shall conduct the pre-delivery inspection.

CHASSIS SPECIFICATIONS

One (1) FORD F350 two axle, drive 4 x 4, single rear wheels (SRW), four (4) door XL super crew cab and chassis

A CONFIRMING ORDER FROM THE FORD DEALER SHALL CONFIRM ALL EQUIPMENT PROVIDED IN THE SPECIFIC EQUIPMENT GROUP. CHANGES MAY BE MADE WITHOUT NOTICE.

REAR MUD FLAPS

Black mud flaps with the stainless-steel logo shall be installed behind the rear wheels.

CAB STEPS - AMP RESEARCH POWER STEP XL

The cab shall be equipped with custom made NFPA embossed diamond plate step assemblies, on each side of the cab.

Spec Sheet

MATERIAL	Aluminum
WARRANTY	5 Years/60,000 Miles
FINISH	Black
BRAND	AMP Research
STEP WIDTH	7" Wide
STEP LENGTH	Cab Length
STEP TYPE	Running Boards

Stonewell shall purchase and install the subject steps on the driver and passenger side.

CUSTOM FABRICATED CENTER CONSOLE AND SWITCH PANEL

A custom designed console shall be fabricated of .125" smooth aluminum and installed on the cab floor, centered between the driver's and passenger seat, as far rearward as possible. The console shall contain warning light controls, siren, radios and other items that are specified. At the rear of the console, two (2) top loading bins shall each accommodate a 3" binder or single use gloves as required. Access to the center console with access plates on the both sides for maintenance.

One Radio will be mounted on the Ceiling of the CAB with speaker as needed.
The hand mic will be mounted in the center console and not on the ceiling.

A light switch for ground lights On/Off coordinated with a same switch on rear command pack.

Provide and Install:

- Two (2) cup holders
- Two (2) arm rests
- Four (4) Mic. Clips

The console shall have a mechanically fastened top for easy service access and shall be coated with a flat black powder coating on all interior and exterior surfaces for durability and appearance.

COMPUTER MOUNTS

JOTTO DESK UNIVERSAL COMPUTER FLOOR MOUNT

A powder coated steel lap top mount shall be fasted to the vehicle floor as well as the center console. The computer mount shall secure the computer to the docking station with a Cable-Dock securing system that wraps two nylon-coated steel cables up and over the entire computer. The main support can extend from 17" to 21''.

Gamber Johnson , Mongoose XE15 mounted on the Command pack, Right side

Gamber-Johnson 7300-0196-10 TrimLine Toughbook 33 Docking Station X 2 permit

- Stonewell to purchase and install on center console and on the command pack

BODY AND COMPARTMENT SPECIFICATIONS

Stonewell Command Access Vehicle

(CAV)

Body Specification

CAV: 90"L x 78"W x CAB HEIGHT, FULL DOOR
The CAV body shall be suited to a Short Bed Pick Up Truck. The body shall incorporate Full Length Doors.

GENERAL OVERVIEW

The Stonewell Command Access Vehicle (CAV) is a multi-purpose aluminum truck body intended to replace factory made pick up truck beds installed by manufacturers such as Ford, GM and Fiat Chrysler. Once a factory installed bed is removed, (a $650.00 Credit will go towards purchaser for the removed pack up bed) the CAV body will be mounted to the frame rails of the chassis and a provide an enclosed structure to store, transport or secure items as needed.

The CAV body is manufactured from an aluminum sub-structure and frame that is skinned with aircraft grade aluminum panels thus enclosing the structure. Three (3) main doors shall provide access to the upper section (frame) of the CAV body, and depending on interior construction, shall provide visibility to the entire above-frame compartment. The CAV is highly versatile in its intended application and with an interior designed to address the specific needs of the user.

In emergency services applications, the CAV can be configured with NFPA-like lighting. Interior and exterior lighting shall be added per customer specifications. Additionally, paint, graphics, lettering, chevrons and striping can be added to support NFPA standards and customer needs.

FRAME CONSTRUCTION

The frame of the CAV shall be considered the body structure coming directly in contact with the vehicle chassis though isolated via our mounting system. The frame structure shall be MIG welded and comprised of extruded aluminum tubing made of 6061 x .125” material, hardened to T-6 specifications. At no time shall the frame of the CAV come in direct contact with the chassis of the vehicle. The frame shall be welded in a proprietary pattern to maximize strength and minimize body flexing. All tubing shall be cut via CNC controlled saw to ensure precise tube section length. Welding of the tubes shall be done in a rotary fixture to minimize tube warpage and ensure proper fit-up for welding. Butt-welding of tubes will include end-chamfering of tube lengths to ensure weld penetration. Additionally, welds shall be no smaller than 3/8” and no larger than ½” and shall be welded on no few than two sides. Where allowable based on construction method, all 4 sides of the tube shall be welded. Tube sides requiring skinning shall have welds ground smooth to minimize skin warpage or deflection.

HOOP CONSTRUCTION

Similar to frame construction, the hoop section of the CAV shall be considered the vertical structure mated to the frame and rising vertically to form the storage compartment. The hoop structure shall be MIG welded and comprised of extruded aluminum tubing made of 6061 x .125” material, hardened to T-6 specifications. All 4 sides of the tube shall be welded to its counterpart. At no time shall the hoop of the CAV come in direct contact with the chassis of the vehicle. The hoop shall be welded in a proprietary pattern to maximize strength and minimize flexing. All tubing shall be cut via CNC controlled saw to ensure precise tube section length and cut angle. Welding of the tubes shall be done on a rotary fixture to minimize tube warpage and ensure proper fit-up for welding. But-welding of tubes will include end-chamfering to ensure weld penetration and angle correctness. Additionally, welds shall be no smaller than 3/8” and no larger than ½” and shall be welded on no fewer than (4) four sides. Where allowable, based on construction method, all 4 sides of the tube shall be welded. Tube sides requiring skinning shall have welds ground smooth to minimize skin warpage or deflection. Water “gutters” shall be installed on the side door outer most frame members. These gutters shall enable water to be channeled off the roof surface and follow a path to leave the body without entering the main storage compartment.

PROTECTIVE COVERING -- FRONT BODY

The entire front of the apparatus body shall have a protective covering installed. The covering shall be constructed of bright .100" aluminum tread plate material.

ROOF CONSTRUCTION

The portion of the hoop considered the roof of the compartment shall be framed with 6061 x .125” material, hardened to T-6 specifications. The same welding practice as used in the frame and hoop manufacturing process shall be used to construct the roof. The exterior portion of the roof shall be lined with 5052 x .060” aluminum on the exterior. The exterior skin shall be bonded to the roof frame utilizing an aluminum adhesive, 3M brand VHB double sided tape and zinc coated mechanical fasteners. Any mechanical faster that is exposed to the elements shall be covered with silicone to ensure a water proof seal. To minimize condensation in the compartment, R-15 foam board insulation shall be installed between the roof cross-members and encased between the roof skin and an interior skin (ceiling). To complete the roof section, an interior skin of 5052 x .040” aluminum shall be installed on the “ceiling” portion of the roof. This skin shall form the interior ceiling. Gussets shall be welded in the corner joints that connect the roof to the hoops. The gussets shall be stitch welded to minimize warpage of either the roof, hoop or gusset.

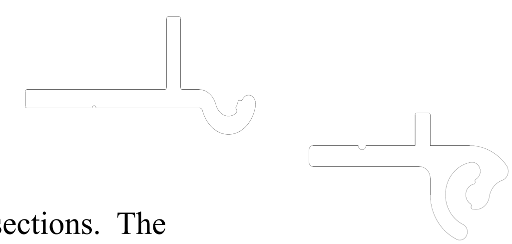
SIDE DOOR CONSTRUCTION

Construction of the CAV side doors shall consist of an interior frame with laminated skin. The exterior portion of the door shall be constructed from 5052 x .090'' aluminum. The exterior skin shall be bonded to the door frame utilizing an aluminum adhesive applied under pressure, and 3M brand VHB double sided tape. Mechanical fasteners shall not be used to fasten the skin to the frame. The frame and door skin shall be angled in such as way as to contour to the shape of the truck. "D" seal shall be applied to the perimeter of the door to create a waterproof seal and a
rain gutter shall be formed to channel water away from the door opening.

REAR DOOR CONSTRUCTION

Construction of the CAV rear door shall consist of an interior frame with laminated skin. The exterior portion of the door shall be constructed from 5052 x .090'' aluminum. The exterior skin shall be bonded to the door frame utilizing an aluminum adhesive applied under pressure, and 3M brand VHB double sided tape. Mechanical fasteners shall not be used to fasten the skin to the frame. The frame and door skin shall be mounted to the roof of the body using a stainless steel hinge, with a pin diameter of no less than .125''. "D" seal shall be applied to the perimeter of the door to create a waterproof seal.

SIDE DOOR HINGES



The side doors of the CAV unit shall be connected to the roof of the body using a proprietary interlocking sliding hinge. The hinge shall be water proof and shall run full length of the roof surface to evenly disperse the weight of the door. A piano style hinge shall not be used to connect the doors to the roof. Please see an illustration of the roof hinge sections. The hinge shall be connected to the roof and door section and form a water tight union that can slide forward, and aft, to accommodate light contact should the door be struck on the leading or trailing edge - while in the open position. Stainless steel rivets shall be used to connect the hinge to the door and self tapping screws shall be used to connect the female portion of the hinge to the roof. A sealant shall be applied between the roof and hinge to create a water barrier. Each self tapping screw shall have a factory installed rubber washer to further protect from water entering the main body.

REAR DOOR HING

The rear door hinge shall be of a piano style design and shall be stainless steel. The hinge pin diameter shall be no less than .166''. To ensure a water tight connection between the door and the body, the hinge shall be covered with a rubber membrane that is flexible and durable. Additionally, any fasteners used to connect the door to the roof shall be encased in silicone that is applied under power.

BODY MOUNTING

The CAV body shall be mounted to the chassis frame using Grade 8 bolts, coil springs, and UHMW polyethylene isolator system; which shall allow for flexing of the chassis frames. This mounting method shall provide the greatest combination of strength and flexibility, allowing for maximum body life and quick removal of the apparatus body from the chassis.

Six (6) .188” thick x 4” custom fabricated steel mountings shall be installed on chassis frame sidewalls, using 1/2” bolts for each mounting to the chassis. The body shall have six (6) 3/8” x 3” aluminum angles welded to the 3” tubular aluminum sub-frame assembly; with four (4) installed forward and two (2) installed aft of the rear axle. Between the body aluminum sub-frame and the lower steel chassis mountings shall be six (6) 2.5" x 1.75" thick wear pads of polyethylene isolators. Six (6) 1,220 inch-pounds steel compression springs shall be installed on these mounting bolts to allow for flexing of the body to chassis mounting.

COMPARTMENT FLOOR CONSTRUCTION

The compartment floors shall be .125" #5052-H32 aluminum with a "lip free" and sweep out construction, which shall permit easy cleaning of the compartment. A DA finish shall be applied.

DOOR HANDLES

Eberhard stainless steel door handles shall be used on all (3) three compartment doors. Side doors shall be fastened using a slam latch method, while the back door shall utilize a rotary latch and cable system. All door latch points must be adjustable without the need to fully remove the latch. No plastic shall be used in any door handle, latch or striker.

FASTNERS

Fasteners are to be stainless steel unless used in roof surfaces or for interior component mounting.

FUEL FILL ACCESS -- LEFT SIDE and Additional FUEL FILL on RIGHT SIDE

A Cast Products model #FG2103 fuel fill cover shall be installed on left and Right side of the wheel well area. The cover shall be custom made of polished stainless steel and shall be vertically hinged on the forward side. The fuel cover flange shall be constructed of polished stainless-steel.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be via mechanical fasteners and rubber grommets

Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified by color coding, imprinted labels or permanent marking and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA standards.
Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
- All electrical wiring shall be placed in a protective loom or be harnessed.
- Exposed connections shall be protected by heat shrink material and sealed connectors.

- Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
- Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.
- Warning lights shall be switched in the chassis cab with labeled switches located in an accessible location. Individual switches shall be provided only for warning lights exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications (if required), and test results shall be submitted with delivery documentation per requirements of NFPA.

Surface mounted protected and enclosed conduits shall be installed in the body for routing of the 12-volt wiring. The material and installation shall conform to applicable NFPA and SAE standards. Wiring shall be easily accessed through a removable cover for inspection and maintenance.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA

ELECTRICAL ENCLOSURES

Two (2) electrical wiring enclosures for the 12 volt wiring shall be installed in a rear body compartment with removable panel. Easy access to electrical connections is required.

12 VOLT POWER SOURCE - DUAL OUTLET

One (1) dual 12 volt plug-in utility power connection rated at 20 amps shall be provided at rear of CAV body mounted in the vertical tail panel. Model Waytek 78035.

ELECTRICAL WIRING AND HARNESS

The body shall be pre-wired with various electrical harnesses and conduits. The 12 volt electrical wiring shall be function coded and enclosed in split loom conduits, suitably secured and protected against heat and physical damage. All wiring shall be sized according to circuit load. All connections are to be of a crimp type with heat shrink insulator where required.

The electrical system shall be divided into separate harnesses. The individual harness shall be connected to the electrical box with Deutsch quick connectors. The apparatus lighting shall be protected by automatic circuit breakers and/or relays. The electrical power to all apparatus lighting and accessories shall be supplied by an ignition activated solenoid.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable DOT highway regulations.
Red - Upper Corners - Side and Rear
Amber - Lower Corners - Side and Front

OPEN DOOR MARKER LIGHT

A ¾" LED marker light shall be installed in the perimeter of the CAV driver and passenger side door frame corners. The light shall automatically turn on when the door is opened to alert operators of the door location. A total of 4 lights shall be installed in each door. The locations shall be:

- 1 amber in the leading outermost door frame
- 1 red in the trailing outermost door frame
- 1 amber in the outboard front of the door frame
- 1 red in the outermost rear of the door frame

OPEN DOOR CONSPICUITY TAPE

Each side doors' outer frame corner shall be wrapped with red and silver conspicuity tape. The tape shall extend approximately 12" from the outermost corner.

DOT COMPLIANT REFLECTORS

Reflectors shall be applied to the body to ensure compliance to all State and Federal regulations

LICENSE PLATE BRACKET

A license plate bracket with LED light shall be provided at the rear of the apparatus, unless otherwise specified by the department.

INTERIOR COMPARTMENT FINISH

The interior bulkhead wall, floor and ceiling surfaces of the body compartments shall be unpainted aluminum. The deck shall be an aluminum DA finish while the bulkhead shall be mill finish. Care shall be taken in the manufacturing process to minimize blemishes. All joints and seams will be sealed with TremPro 644 RTV silicone tined metallic silver.

PASSENGER SIDE SHELF, 44"W x 20"D (1) SHELF

An adjustable shelf shall be installed on the passenger side of the CAV body. The shelf unit shall move vertically from deck to ceiling with approximately 40" of travel. Additional shelves may be added to the assembly as Unistrut rails will be installed on both wall sides of the enclosure.

DRIVER SIDE SHELF, 44"W x 20"D (1) SHELF

An adjustable shelf shall be installed on the driver side of the CAV body. The shelf unit shall move vertically from deck to ceiling with approximately 40" of travel. Additional shelves may be added to the assembly as Unistrut rails will be installed on both wall sides of the enclosure.

UNDER BODY COMPARTMENTS - DRIVER & PASSENGER

One (1) under body equipment storage compartments shall be installed under the body surface, one each side of the apparatus. The dimensions shall be approximately: 18" wide, 11" high, and 10" deep. The compartments shall be constructed of .125" aluminum on all exterior surfaces. Each compartment shall be equipped with a hinged drop down door with latch and retaining cable that prevents the door from dropping past horizontal.

WHEEL WELL LINER

A wheel well liner may be added to further protect the underside of the CAV and keep the wheel well area clean and protected. Aluminum mounting flanges shall be welded to the CAV skirt to enable an aluminum liner to be installed. The liner shall be recessed to allow full suspension travel and not restrict wheel rotation.

REAR WHEEL FENDERETTES - STAINLESS STEEL

The wheel well openings shall be of sufficient opening to permit the utilization of tire chains or other traction devices. Polished stainless steel fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with threaded aluminum hardware and spaced approximately 3/16" of an inch away from the wheel well panel.

CAV - FUEL FILL ACCESS -- RIGHT SIDE ADDITIONAL

A Cast Products model #FG2103 fuel fill shall be installed on right side of the wheel well area. The cover shall be constructed of polished stainless steel and shall be vertically hinged on the forward side via a stainless steel hinge. The fuel cover flange shall be constructed of polished stainless-steel. This is in addition to the left side standard fuel fill. A total of two fuel fills one on each side of the vehicle

COMMAND CABIINET - 45"W x 19"H x 30"D.
A custom made Command Cabinet shall be constructed of .125" 5052-H32 laser cut and TIG welded aluminum. The compartments are defined in the explanation below. The cabinet shall be powder coated flat black. and mechanically fastened to the CAV body.

The cabinet shall contain:

1. Across Bottom:
   (1) Command Drawer with tilting command board. A hydraulic strut shall support the command board when in the raised position.
2. Top Left:
   (1) Radio remote head swivel Storage Compartment
3. Lower Left:
   (2) Storage Drawers
4. Center, Left
   (1) File Drawers
5. Center, Right
   (2) Storage Drawers
6. Top Right:
   (1) Installation area for 3 remote radios heads
7. Bottom Right:
   (1) 12V power distribution ares for USB's and 12V plugs

Driver Side Work Station
A collapsable work station shall be installed to the driver side. The work station shall be approximately 20" wide and lie flush with the side of the command pack when in the stored position.

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ELECTRIC DOOR LOCKS
Remote actuated door locks. Activates all large body-doors with key fob. Includes installation.

USB PORT
Two Kussmaul model 091-219-4, 4.2 Amp USB ports shall be installed in the center console. A protective cover shall seal the input ports.

120 VOLT SHORE POWER RECEPTACLE
A Kussmaul model 091-55-20-120 20 amp "auto-eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from road dirt and damage The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power. Location shall be: Below fuel filler driver side Color shall be Red.

TAIL, TURN, BACKUP ASSEMBLY LIGHTS

Two (2) Whelen #M6 Series tail-stop-turn-backup light assemblies shall be provided. and installed. The lights shall be mounted in three (3) stack chrome bezel and installed at rear of the body. The following lights shall be provided:

a) (2) Red tail and stop lights
b) (2) Amber turn signals
c) (2) Back-up lights

COLORD lenses shall be used on all stop, tail and turn lights.

CEILING LIGHTS TecNiq E - CAV BODY

Six (6) TecNiq Model E32-L000-1, 14" x 3.5" diameter LED lights shall be mounted to the body ceiling with auto-on function. The lights shall be mounted (2) on each side - Driver, Passenger, Rear.

CEILING LIGHTS TecNiq - CAV BODY

Six (6) TecNiq Model E18, 4.55" x 2.75" diameter LED lights shall be mounted to the main body side doors ceiling with auto-on function. The lights shall be mounted (2) on each side - Driver, Passenger, Rear.

PORTABLE HANDLIGHT

One (1) Stream light Model Vulcan 180 44315 portable hand light shall be installed including mounting bracket with 12 volt charger wired to the battery system allowing the light to recharge when not in use.
Location: Driver Side PPE (forward) compartment

PORTABLE HANDLIGHT

One (1) Stream light Model SLP 20LP portable hand light shall be installed including mounting bracket with 12 volt charger wired to the battery system allowing the light to recharge when not in use.
Location: Center Console Please talk to Aaron about location of this hand light.

GROUND LIGHT

A TecNiq E10, 12 volt ground light shall be installed with mounting bracket wired to switch control in cab. There shall be two (2) lights at the rear of the body.
6 total lights shall be installed. Also wire so they operate in reverse and a control switch on center console.

SCENE LIGHTS

Two (2) Whelen M6 Series Model # M6ZC 4-5/16" x 6-3/4" scene lights with two (2) # M6P15C chrome flanges shall be provided. The warning light shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 12 white Super-LEDs and a clear optic polycarbonate lens. The light head shall be surface mountable via two screws. Location shall be: Rear Facing in Zone “C” Clear Lenses

COMPARTMENT LIGHT SWITCHES

The exterior compartment lights shall be automatically controlled by a door activated "On-Off" switch.

"DOOR OPEN" OR EQUIPMENT OPERATION WARNING LIGHT

A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be a red flashing LED light with a red lens. The warning shall active when the transmission is switched to "driver" and an exterior door has been left in the open position.

Emergency Traffic Warble Switch

An Emergency Traffic Notification switch shall allow the IC to manually initiate an emergency traffic warble on either the command or tactical radio channels from the front radio center console in the cab and the rear command pack. The switch shall be a three way rocker switch with the center position being the off position.

MODEM INSTALLATION

One (1) modem shall be supplied by the purchaser and shall be installed, rear seat area.

RADIO INSTALLATION

Four (4) fire radio shall be supplied by the purchaser and shall be installed.
(Three (3) in center console, One (1) On the cab ceiling.)

INSTALLATION - RADIO ANTENNA

Four (6) radio antenna shall be supplied by the purchaser and installed on the apparatus at a location to be determined by the Purchaser. Guidelines for radio placement to be provided.

RADIO CHARGER

Four (4) 12 volt radio charger shall be supplied by the purchaser and installed on the apparatus. Location shall be: Rear Command Box, driver side and wired to HOT power source.
1. Motorola APX 8000 - Install on rear command pack, Drivers side recessed
1. Motorola APX 8000 - Install in Center Console
1. Bendex King Commander - in Center Console
1. ICOM IC-A14 - in Center Console

RADIO SPEAKER

Four (4) fire radio speaker supplied by the purchaser and installed. Location shall be: Rear at Command pack per drawing

RADIO REMOTE HEAD

One (4) fire radio remote head shall be supplied by the purchaser and installed. Price includes radio cable not to exceed 25 feet.
(3) Kenwood 5700 in center console
(1) Motorola APX 8500 located in Ceiling above center console.

When vehicle is off, rear radios turn on and can be used on battery power in addition to normal use when the rear door is opened.

ADDITIONAL CABLE
BX Cable from Console to Command Pack

12 VOLT POWER SOURCE
One (1) 12 volt power and ground connection rated at 20 amps shall be installed in cab.

12 VOLT POWER SOURCE
Two (2) 12 volt plug-in utility power connection rated at 3.1 amps shall be provided in cab.

BACK-UP ALARM
The vehicle shall be provided with a Whelen model #WBUA112 automatic 97dB (decibel rating) back-up alarm that shall activate automatically whenever the vehicle's transmission is placed into reverse gear. There shall be no back-up alarm cut-off switch, in violation of safety regulations.

REINSTALL OEM BACK UP CAMERA
The Original OEM back up camera shall be re-mounted in the body of the Stonewell apparatus. Stonewell shall manufacture a bracket to hold the camera and locate the assembly in a location most suited to providing an unobstructed view. All OEM cables shall be reused.

ELECTRONIC SIREN
Whelen Model C399, CCTL6 - CEN-COM CORE, self contained electronic siren shall be provided. The 100/200 watt, with (8) function siren shall have hands-free operation with public address and radio re-broadcast features. The siren shall have the following tones: wail, yelp, mechanical, hi-low, yelp-249, whoop/warble (Power call type tone), and air horn. The siren shall be able to operate in dual or mono modes. The OBDII port plug shall be included.

- Core Siren / Light Controller, Amplifier Control Module, 3 WeCanX Ports, and
- Controls up to 99 Devices/Remote Modules, Control Heads Purchased Separately
- Core Head, Knob Slide Switch
- Core CANport OBDII Interface, 2020+ Ford
- Core External Amplifier Module
- Core Expansion Module, 16 Outputs
- Core Vehicle to Vehicle Module
  Reference the Hand out from WATCO

SIREN SPEAKERS

Two (2) Whelen Model #SA315P, Projector Series siren speakers shall be provided with SABKT9 bracket. The 100 watt siren speakers shall be designed in a black nylon composite housing with 123 decibel rating. Location shall be: Behind front bumper with ample space for sound

MECHANICAL SIREN

One (1) Whelen HOWLER low frequency siren shall be provided and installed. The Howler shall use the output of a standard emergency vehicle siren and shall synthesize a low frequency vibrating signal. The Howler shall amplify this signal to drive Whelen low frequency speakers.

The Howler shall incorporate the latest solid-state designs for superior reliability and sound quality. The system shall be comprised of an amplifier, two speakers, a timer, and mounting hardware.

The siren shall be controlled while the main siren is activated.
When main siren is on, the Howler will operate via the vehicle horn on steering wheel

LIGHTBAR

A Whelen Model Liberty Liberty 2, WCX CTD DDDLED Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

ZONE A -- UPPER -- TRAFFIC LIGHT CONTROL

One (1) Opticom traffic light emitter system and control device shall be installed as specified on the apparatus cab roof. Model IJ795HT in the Light bar

ZONE A -- UPPER -- TRAFFIC LIGHT CONTROL

One (1) EMTRAC traffic light control system and control device shall be installed as specified on the apparatus cab roof. This is a second traffic control system is separate from the light bar system.
The Purchase of the EMTRAC system will be by Oxnard Fire and shipped to Stonewell for Installations

WARNING LIGHT - IONs TO BE CLEAR

All Others Warning lights shall be RED, AMBER or WHITE as required.

ZONE A -- LOWER FRONT WARNING LIGHTS

Four [4] RED/CLEAR Whelen ION™ TLI2D Series Super-LED® Universal Light Surface Mount. Grill lights shall be RED/CLEAR, shall have no less than three [3] square inches of lens area, and have no less than a 5 year warranty. The light heads used shall meet or exceed the specifications set forth in KKK 1822-F, CAC Title 13 Article 22, SAE J595 and SAE J845. Housing shall be a die cast aluminum and chrome plated for corrosion protection. The grill lights shall have a means of disconnect such that the front grill assembly may be removed with the lights still mounted without having to cut too controlling wires.

ZONE A -- LOWER FRONT WARNING LIGHTS

Four [4] RED/CLEAR Whelen ION™ Series Super-LED® Universal Light Surface Mount. Intersection lights shall be RED/CLEAR, shall have no less than three [3] square inches of lens area, and have no less than a 5 year warranty. The light heads used shall meet or exceed the specifications set forth in KKK 1822-F, CAC Title 13 Article 22, SAE J595 and SAE J845. Housing shall be a die cast aluminum and chrome plated for corrosion protection. The grill lights shall have a means of disconnect such that the front grill assembly may be removed with the lights still mounted without having to cut too controlling wires.

ZONE B AND D -- LOWER REAR BODY WARNING LIGHTS

Two [2] Whelen ION Red/Clear Warning Lights. Side body warning lights shall be mounted centered above the rear wheel well with a chrome flange. The provided warning light shall incorporate Linear Super-LED® and Smart LED® technology. The light head configuration shall consist of 18 clear Super-LEDs and a clear optic polycarbonate lens. The warning light, with the aid of two screws, shall have the ability to be installed as a surface mount warning light. The light head shall utilize optic collimators and a metalized reflector for maximum illumination.

ZONE B AND D -- UPPER FRONT BODY SIDE WARNING LIGHTS Red Lenses

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be installed in the front upper body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a RED optic polycarbonate lens. The lightheads shall be surface mountable via two screws. The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lightheads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS. Red Lenses

Two (2) Whelen M6 Series Model #M6R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 red Super-LEDs and a RED optic polycarbonate lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a clear vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M6R 4-5/16" x 6-3/4" warning lights and a M6FC chrome flange shall be upper body rear body panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light heads configuration shall consist of 18 RED Super-LEDs and an RED optic polycarbonate lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light heads shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn.

SEGMENT (16) HEAD TRAFFIC ADVISOR - SOUND-OFF-SIGNAL

Sixteen (16 total) Sound Off Signal light heads and bessels shall be mounted to the top and underside frame edge of the rear door. This arrangement of lights heads can be controlled via the Whelen Core siren to create flash patters such as : sweeping left, sweeping right, full-on for backing up visibility, red warning, alternating flashing and many more. In addition the top 8 light traffic advisor will function as the rear facing amber emergency light.

EMERGENCY LIGHTS IN RELATION TO SHIFT

Assignment of lights in relation to vehicle Drive and Park to be same as current BC rigs. A list of lightS and action in relation to vehicle shifter to be sent to Stonewell body from Oxnard Fire. White light to be off when vehicle in park.

INVERTER - KUSSMAUL INVERTER CHARGER

Auto Power1500W Inverter Charger (AP 1500)
MODEL: 091-26312-1500
Heavy gauge insulated wire shall be run to the 12V vehicle battery and shall be fuse protected.

- **Inverter**: 1500 Watt Continuous /4500 Watt surge
- **Charger:** 55 Amps Max
- Pure Sine Wave
- Built-in automatic load transfer relay
- Built-in high output 3 stage charger (1-hr boost) for rapid battery replenishment- programmable for various battery types; Gel, Lead Acid, or AGM battery
- Automatic over temperature shutdown, and AC output circuit breakers
- Charger will recharge depleted batteries with <1V
- Automatic low battery shutdown at 10.5 VDC with in-rush delay
- Power Save mode feature: automatically detects when a load is not connected to minimize energy consumption.
- Heavy duty powder coated aluminum construction and conformal coated circuitry
- Built to meet **NFPA 1917 (KKK)** Specification
- Works with Super Auto Eject with Deluxe Covers
- **UL 458** Listed

Battery Power Cut off switch

The switch shall have have a cover and when switched off shall isolate the batteries so power is not drained while the vehicle is unplugged.

AGM Batteries for Inverter

One (1) 900 CCA Optima 3478DT AGM battery shall be installed to supply 110V power. An inline 300A beaker shall be installed. The battery shall be connected with no less than 2/0 Gauge wire.

120 VOLT STRAIGHT BLADE RECEPTACLE

One (1) 120-volt 20 amp straight blade duplex receptacle shall shall be located on top of the command pack.

BODY PAINTING SPECIFICATIONS - ROOF EXCLUDED

In preparation for painting, the body will be DA sanded and care will be taken to remove any reasonable surface blemishes, scratches, divots or marks that may appear post painting. Additionally, any surface marks that are not satisfactorily removed through DA sanding will be filled with automotive body filler to enhance surface preparation and post painting appearance.

The driver and passenger sides of the body shall be painted, as follows:

Manufacturer: PPG

Materials:

a) F3963 Pigmented wash primer

b) F3970 Urethane Primer

c) Delfleet Evolution FBCH Polyurethane Basecoat

d) Delfleet Evolution Urethane Clear

e) Delfleet Evolution FBC is a Polyurethane 3.5 VOC Basecoat designed to produce ultimate durability with the wet look appearance.   The clear coat is a premium-quality urethane. The clear coat offers gloss and durability features.

f) The body shall be wet sanded, buffed and polished.

g) One color: Ford Race Red match the CAB

BODY VINYL LETTERING WHITE

The apparatus body lettering shall be vinyl white material, shaded in black and encapsulated in clear Mylar. Quantity of (50) 3.5" letters installed as directed by purchaser.

HINGED COMPARTMENT DOOR STRIPING and CAB Doors

All chassis compartment door edges or inside box pan shall have reflective stripe applied vertically in a white. The stripe shall be a 2" minimum in width and tapered.

Each vehicle will have different numbering to identify the correct unit.

To be matched with Vin numbers, Supplied by Oxnard Fire.

REFLECTIVE STRIPING

The front and sides of the cab and body shall be provided with a 1" x 4" x 1" wide reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to applicable NFPA sections relating to reflectivity requirements. At least 50% of the perimeter length of each side, and at least 50% of the perimeter width of the front of the vehicle shall have reflective striping.

REAR BODY -- CHEVRON STRIPING

The 50% of rear body surfaces shall have 3M Scotchlite Diamond Grade 6" wide reflective red and orange striping installed. The Chevron style stripe shall be applied at a 45-degree angle, pointing towards the center upper portion of the rear apparatus.
The Chevron shall be applied to the body only and the door shall be left painted.
Red - "Yellow (Orange Color) 3m Series 983 - 71"

FIRE EXTINGUISHERS

DRY CHEM

One (1) Amerex Model A411, 20# ABC dry chemical fire extinguisher and Model 810 mounting bracket shall be provided and installed. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

WATER EXTINGUISHER

One (1) Amerex 240, 2-1/2 gallon pressurized water extinguisher and Model 810 mounting bracket shall be provided and installed on the apparatus.

SCBA MOUNTING BRACKET

Two (2) Zico 30 minute SCBA air pack mounting bracket shall be installed in the specified compartment. The mounting bracket shall have spring tension to retain the cylinder. Location shall be: CAV Body

"**Shipping Price to be Determined at time of Shipping"**

CAV BODY - OUTGOING FREIGHT

A Command Access Vehicle body will be shipped to the address designated by the Fire Department. Freight terms are FOB Stonewell Bodies, Genoa New York.

MOUNTING HARDWARE, NUTS AND BOLTS

All mounting hardware shall be supplied by Stonewell. A box containing all hardware, including eurathane mounting pucs, rubber bumpers, grade 8 bolts, locking nuts and washers.

Stonewell Bodies Purchase Order

Alexander Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

Recommendation

That the Finance and Governance committee recommend that City Council

1) Authorize the Mayor to execute a purchase order in the amount of $869,632 for the upfitting of eight (8) Battalion Chief Command vehicles by Stonewell Bodies.

2) Adopt a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from the proceeds of indebtedness related to the purchase eight (8) Battalion Chief Command vehicles

Stonewell Bodies Purchase Order

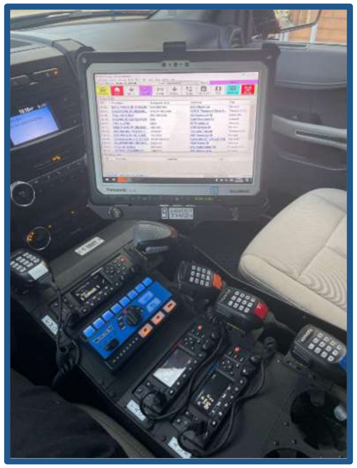
Background:

- FY21/22 City of Oxnard budget approved project 222202 for the purchase and upfitting of eight (8) command vehicles
- Replace four (4) current command vehicles for Battalion Chiefs
- Increase number of command vehicles for second Battalion
- Reassign three (3) command vehicles to Chief, Assistant Chief, and reserve status

Stonewell Bodies Purchase Order

Battalion Chief vehicles serve as a mobile command post for multi-company response and are equipped with radios, firefighting equipment, life saving devices, self contained breathing apparatus, mobile data computer, EMTRAC, lights, sirens, and a mobile workstation.





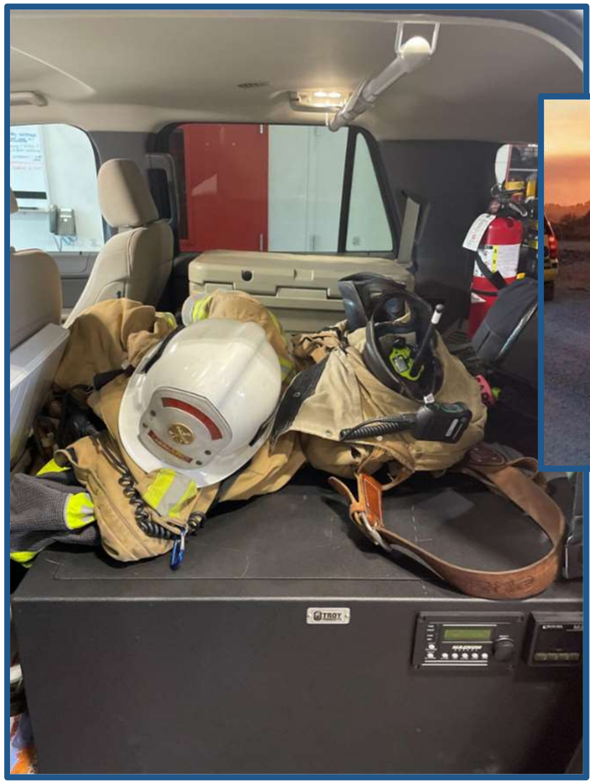

Stonewell Bodies Purchase Order

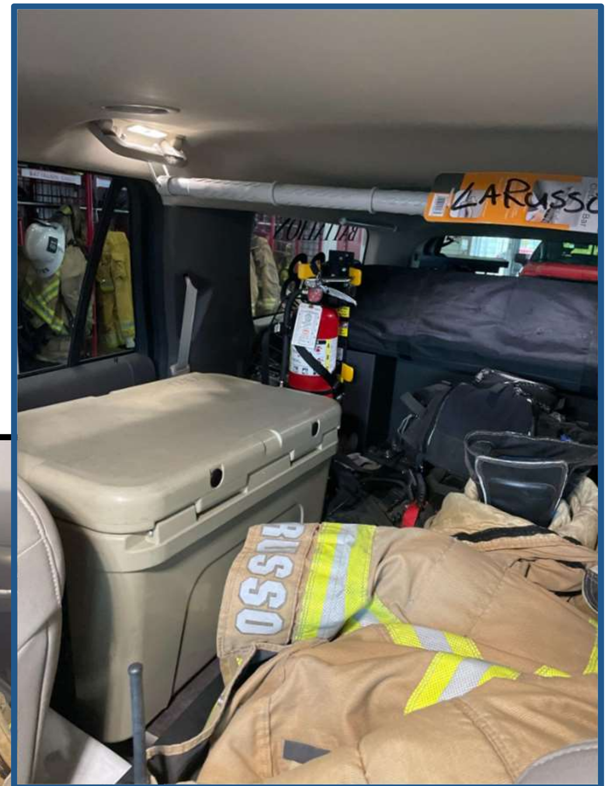
Stonewell Bodies unique spec includes:

- Clean cab design
- Aluminum fabrication
- Body that can be removed and placed on another chassis
- Secure storage for equipment

Stonewell Bodies Purchase Order

Current Design





Stonewell clean cab design



Stonewell Bodies Purchase Order

Increase in cost of upfitting vehicles:

- Budget request placed in 2019 for $60,000 per vehicle
- Current price is $108,704 per vehicle
- Unprecedented inflation over past two years
- Aluminum increased 400%

Total cost is $869,632

Over requested budget for the project by $329,306

Stonewell Bodies Purchase Order

Financial Impact:

Project 222202 approved in FY21/22 budget allocated $960,000 to the purchase and upfitting of vehicles. $419,674 has been spent to procure Ford F-350 chassis. Balance of $540,326 will be used for Stonewell Bodies PO.

Additional $329,306 will be paid with revenue generated from Fire Department mutual aid response. There will be no additional impact to City General Fund.

CITY OF
OXNARD
CALIFORNIA

RESOLUTION NO. 2022-__
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING THE CITY'S INTENT TO BE REIMBURSED FOR CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS OF INDEBTEDNESS

WHEREAS, the City of Oxnard (the "City") intends to acquire emergency fire equipment and vehicles to be used to perform its essential governmental functions (the "Project"); and

WHEREAS, the City will pay certain Capital Expenditures in connection with the Project (the "Expenditures") prior to the issuance of one or more series of tax-exempt obligations in the expected approximate principal amount of $1.5 million (the "Indebtedness") for the purpose of financing costs associated with the Project; and

WHEREAS, the City reasonably expects that certain of the proceeds of the Indebtedness will be used to reimburse the City for the Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to be reimbursed for prior Capital Expenditures made for the Project with proceeds of a subsequent borrowing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

1. The City finds and determines that the foregoing recitals are true and correct.

2. This declaration is made solely for purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, and does not bind the City to make any expenditure, incur any indebtedness, or proceed with the Project.

3. The City declares its official intent to use proceeds of the Indebtedness to reimburse itself for Expenditures made on or after the date which is no more than 60 days prior to the date of adoption of this Resolution.

4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Indebtedness to reimburse itself for an Expenditure, no later than eighteen (18) months after the later of the date on which the expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid.

5. The City recognizes that exceptions are also available under the Treasury Regulations for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five (5) years.

This Resolution shall take effect upon its adoption by this City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF OXNARD THIS ______DAY OF _____ 2022 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
John C. Zaragoza
Mayor

ATTEST:

____
Rose Chaparro
City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer
City Attorney

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

CITY OF OXNARD CALIFORNIA

DATE: July 26, 2022

TO: Finance & Governance Committee

FROM: Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

SUBJECT: Authorize Execution and Delivery of Schedule of Property to the Banc of America Master Equipment Lease/Purchase Agreement A-7667 for the Financing, and Leasing of Certain Equipment. (10/5/5)

RECOMMENDATION

That the Finance and Governance Committee recommend City Council adopt a resolution, approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $1.4 million to reimburse the City for the purchase of eight Fire Battalion Chief vehicle chassis and provide financing for the upfitting cost of the eight chassis, authorizing the execution and delivery of other documents required in connection therewith, and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution.

(Presentation will be live upon Consultant's request.)

BACKGROUND

City Council ratified the authorization of the Mayor to purchase eight fire battalion chief command vehicle chassis from National Auto Fleet at the City Council meeting on January 4, 2022. The total approved purchase order amount for the 8 chassis was $419,673.90. Once the chassis are delivered, the City will be sending them to another vendor, Stonewell Bodies, to upfit the eight chassis. The additional upfitting costs are expected to be $108,704.00 per vehicle. The upfit costs include the fabrication of the body of the truck, fabrication and installation of equipment storage shelving within the body of the truck, procurement and installation of fire fighting equipment mounts, fabrication and installation of the communications center console in the driver area, fabrication and installation of a command center workstation at the rear of the truck body with work lighting and electrical power, installation of radios, radio antennas and radio chargers, installation of the mobile data computers, installation of an EMTRAC emergency traffic preemption device, procurement and installation of emergency lighting and siren package.

The Stonewell body is unique from other command vehicle builds in that it can be removed and placed on another chassis should the vehicle need to be replaced due to damage or age. This feature of the Stonewell custom body serves well in providing a longer service life for the major component of the command vehicles, in addition to the reduction of future costs when the command vehicle requires refurbishment. City staff have found Stonewell Bodies to be the only vendor that constructs this particular specification.

City staff plans to bring the authorization for the upfitting costs before Council at the September 6th meeting.

Combined, the total expected cost of purchasing the eight chassis and upfitting them into usable vehicles is $1,289,306. The 2022 Budget identified an expenditure of $960,000 for the purchase and upfitting of these eight vehicles. However, due to inflationary pressures, including a 400% increase in the cost of aluminum over the last 18 months, the actual amount is expected to exceed the budgeted amount by $329,306.

It is staff's intention to finance the chassis purchase and upfitting costs for these vehicles. Staff brought a reimbursement resolution before the Finance and Governance Committee on July 26th and anticipates bringing the reimbursement resolution before Council on September 6th.

The City has a positive prior relationship with Banc of America, the provider for the Master Equipment Lease Agreement A-7667 originally executed on June 17, 2014. Banc of America Public Capital Corp has approved the attached Master Equipment Lease Purchase Agreement ("Master Lease") with the City, which operates similar to a line of credit. Each equipment purchase functions like a draw on the line of credit and is authorized through Equipment Schedules. The current draw for the eight fire battalion chief command vehicles is Equipment Schedule No. 26. Staff anticipates that funds will be drawn from Equipment Schedule No. 26 beginning in October 2022. Consistent with the City's other equipment leases, staff will submit reimbursement requests to draw down from the escrow for the Equipment Schedule No. 26 when the authorized equipment have been purchased, delivered, and paid for.

Banc of America has provided a locked, 10-year fixed interest rate of 3.14%. Locking the interest rate removes the risk that interest rates go up between now and the end of September when the financing is expected to close.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

Equipment leases provide an option for the City to make critical equipment purchases under favorable financing conditions. In addition, this lease allows the City to finance equipment over the expected life of the equipment rather than fronting the cost.

Based on the locked, fixed 10-year interest rate of 3.14% for the financing, there will be $80,000 combined principal and interest payments every 6 months ($160,000 per fiscal year) through the final maturity of December 1, 2031.

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to Equipment Schedule No. 26 in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by the Municipal Advisor as of July 11, 2022.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's purchase agreements, financing plan, and current market conditions, its good faith estimate of the aggregate principal amount of Equipment Schedule No. 26 is $1,324,306, (the "Estimated Principal Amount").

True Interest Cost of Equipment Schedule No. 26. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, 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

Equipment Schedule No. 26 is 3.14%.

Finance Charge of Equipment Schedule No. 26. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for Equipment Schedule No. 26, which means the sum of all fees and charges paid to third parties (or costs associated with Equipment Schedule No. 26), is $35,000.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26, 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 City for Equipment Schedule No. 26 is $1,289,306.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 26 , 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 City will make to pay debt service on Equipment Schedule No. 26 is $1,526,035, which excludes any reserves or capitalized interest paid or funded with proceeds of Equipment Schedule No. 26 (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of July 11, 2022, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of Equipment Schedule No. 26, 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 closing date of Equipment Schedule No. 26 being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Equipment Schedule No. 26 being different from the Estimated Principal Amount, (c) the actual amortization of Equipment Schedule No. 26 being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of funding of Equipment Schedule No. 26 being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of closing of Equipment Schedule No. 26 and the actual principal amount of Equipment Schedule No. 26 will be determined by the City based on the timing of the need for proceeds of the Equipment Schedule No. 26 and other factors. The actual interest rates borne by Equipment Schedule No. 26 will depend on market interest rates at the time of closing thereof. The actual amortization of Equipment Schedule No. 26 will also depend, in part, on market interest rates at the time of closing thereof. Market interest rates are affected by economic, national, international and other factors beyond the control of the City, or the Municipal Advisor.

Prepared by: NHA Advisors

ATTACHMENTS

1. Oxnard Resolution - Equipment Schedule No. 26 (MELPA)
2. Oxnard A7667-Master Lease Agreement
3. Escrow Agreement - Schedule 26
4. Schedule of Property 26
5. Presentation

AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF SCHEDULE(S) OF PROPERTY TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Oxnard (the *"Lessee"*), a City duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the *"Board"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed $1,400,000 and consisting of fire battalion chief vehicles, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided;

WHEREAS, the Board has previously approved a reimbursement resolution detailing the City's intention to pay certain capital expenditures in connection with the Equipment prior to the issuance of one or more series of tax-exempt obligations and the City reasonably expects that certain of the proceeds of indebtedness will be used to reimburse the City for the Equipment; and

WHEREAS, in order to reimburse the City for the cost of acquiring such Equipment, the Lessee proposes to enter into those certain Schedule(s) of Property (the "*Equipment Schedule(s)*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the *"Lessor"*), substantially in the proposed form presented to the Board at this meeting, which Equipment Schedule incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of April 8, 2014, by and between Lessor and Lessee (the *"Agreement")*; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Equipment Schedule and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Equipment Schedule(s) and the form of Rental Payment Schedule(s), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Equipment Schedule(s) and Rental Payment Schedule(s) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by City Manager or Chief Financial Officer of the Lessee or other members of the governing body of the Lessee (the *"Authorized Officials"*) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule(s) under which a separate Lease (as defined in the Agreement) is created, the Rental Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The City Manager and Chief Financial Officer of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this

Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 6th day of September, 2022.

City of Oxnard, CA
as lessee

[SEAL]

By:_______________________________________
Printed Name: ____________________________
Title: _____________________________________

ATTEST:

By:_________________________________
Printed: Name: ________________________
Title: _______________________________

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above Resolution No. ___ (the *"Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on September 6, 2022. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of ____________, 20__.

____
Name:__________________________________
Title:___________________________________

Master Equipment Lease/Purchase Agreement

This Master Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of April 8, 2014, and entered into between Banc of America Public Capital Corp., a Kansas corporation (*"Lessor"*), and City of Oxnard, California, a municipal corporation existing under the laws of the State of California (*"Lessee"*).

Witnesseth:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and in the event of a conflict the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the Schedules hereto for the purposes set forth herein; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

Article I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease.

"Acquisition Fund" means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

"Acquisition Fund Agreement" means, with respect to any Lease, an Acquisition Fund and Account Control Agreement, substantially in the form of Exhibit A attached hereto, in form and substance acceptable to and executed by Lessee, Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered.

"Acquisition Fund Custodian" means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

"Acquisition Period" means, with respect to each Lease, that period stated in the Schedule to such Lease during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs.

A-7667

COUNCIL APPROVAL
DATE: 6/17/14 AGENDA # S-12

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.05.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

"Contract Rate" means the rate identified as such in the applicable Schedule.

"Equipment" means the property listed in each of the Leases and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment listed in each Lease, including soft costs such as freight, installation and taxes paid up front by Lessor and all capitalizable consulting and training fees approved by Lessor, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease; *provided* that (i) any such soft costs on a cumulative basis shall not exceed a percentage of the Maximum Equipment Cost approved by Lessor and (ii) in no event shall capitalizable delivery charges, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"Event of Default" means an Event of Default described in Section 12.01.

"Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule. Each Schedule shall constitute a separate and independent Lease.

"Lease Proceeds" means, with respect to each Lease, the total amount of money to be paid by Lessor to the Acquisition Fund Custodian for deposit and application in accordance with such Lease and the Acquisition Fund Agreement.

"Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

"Material Adverse Change" means (a) prior to the Utilization Period Expiration, a downgrade in Lessee's external debt rating of two or more subgrades by either Moody's Investors Service, Inc, or Standard & Poor's Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, and (b) thereafter, any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee and its subsidiaries taken as a whole, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease.

"Maximum Equipment Cost" means the cumulative amount specified in the latest Schedule executed under this Agreement.

"Original Term" means the period from the Commencement Date for each Lease until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Purchase Price" means, with respect to the Equipment listed on a Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

"Renewal Terms" means the renewal terms of each Lease, each having a duration of one year and a term coextensive with Lessee's fiscal year, as specified in the Schedule applicable thereto.

"Rental Payments" means the basic rental payments payable by Lessee under each Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

"Schedule" means each separately numbered Schedule of Property substantially in the form of Exhibit B-1 hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit B-2 hereto.

"State" means the State of California.

"Utilization Period Expiration" means the date, with respect to each Lease not funded under an Acquisition Fund Agreement, by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 3.04(b).

"Vendor" means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier with whom Lessor arranged Lessee's acquisition and financing of the Equipment pursuant to the applicable Lease.

Article II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under each Lease.

(g) Lessee has kept, and throughout the Lease Term of any Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year when approved but not later than 30 days prior to its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the

Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and Lessor's rights and benefits under this Lease.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms of this Master Lease, Lessor agrees to provide the funds specified in each Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of each Lease, Lessor demises, leases, transfers and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, executed by Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) A certified copy of a resolution, ordinance or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D respecting such Lease and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G;

(ix) If any Equipment units are motor vehicles, properly completed certificates of title for such vehicles; and

(x) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to any Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than the date listed as the Utilization Period Expiration in the applicable Schedule.

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or, if authorized by Lessee's governing body, will reimburse Lessee for the prior payment of any such Acquisition Amounts by Lessee to the Vendor, upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest payments as more fully detailed on each Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the Balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each

Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 4.05. Tax Covenants.

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend the moneys in the Acquisition Fund within six (6) months of the date the deposit is made pursuant to Section 3.04(c), Lessee will, if required by section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Federal Income Tax Regulations) not less frequently than once per year after the applicable Commencement Date; and (ii) rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Purchase Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine the Rebate Amount, if any, at least every year and upon payment of all Rental Payments or the Purchase Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Purchase Price.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07. Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date, pro rata to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as Exhibits B-1 and B-2. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be relocated from the base location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to recertify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During each Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

Section 7.02. Insurance. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance naming Lessor as additional insured that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee in connection with a Lease or any material misrepresentation provided by Lessee in connection with a Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under any Lease for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessor shall receive a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase all of the Equipment listed in a Lease, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in each Lease, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of $1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's security interests in and to such Equipment will be terminated.

ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its security interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; *provided* such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; *provided further,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During each Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign the Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Lease within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under any Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date when due as specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor under which there is outstanding, owing or committed an aggregate amount of at least 10% of Lessee's aggregate current long- and short-term indebtedness, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission 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 thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Law. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
Banc of America Public Capital Corp.	City of Oxnard, California
555 California Street, 4th Floor	300 West Third Street, Suite 302
San Francisco, California 94104	Oxnard, California 93030
Attention: Contract Administration	Attention: Rena Bassett
Fax No.: (415) 765-7373	Fax No.: ______________
By: Bridgett Arnold	By: ______________
Name: Bridgett Arnold	Name: ______________
Title: Authorized Agent	Title: ______________
	(Seal)
	Attest:
	By: James Cameron
	Name: ______________
	Title: ______________

List of Exhibits

Exhibit A -- Acquisition Fund and Account Control Agreement
Exhibit B-1 -- Schedule of Property
Exhibit B-2 -- Rental Payment Schedule
Exhibit C -- Certificate
Exhibit D -- Opinion of Counsel Form
Exhibit E -- Acceptance Certificate
Exhibit F -- Notice and Acknowledgement of Assignment

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
Banc of America Public Capital Corp.	City of Oxnard, California
555 California Street, 4th Floor	300 West Third Street, Suite 302
San Francisco, California 94104	Oxnard, California 93030
Attention: Contract Administration	Attention: Rena Bassett
Fax No.: (415) 765-7373	Fax No.: ____________________
By: ____________________	By: [signature]
Name: ____________________	Name: Carmen Ramirez,
Title: ____________________	Title: Mayor Pro Tem

(Seal)

Attest:

By: [signature]

Name: James Cameron

Title: Chief Financial Officer

<u>List of Exhibits</u>

Exhibit A -- Acquisition Fund and Account Control Agreement
Exhibit B-1 -- Schedule of Property
Exhibit B-2 -- Rental Payment Schedule
Exhibit C -- Certificate
Exhibit D -- Opinion of Counsel Form
Exhibit E -- Acceptance Certificate
Exhibit F -- Notice and Acknowledgement of Assignment

EXHIBIT A

ACQUISITION FUND AND ACCOUNT CONTROL AGREEMENT

(Will be provided upon request)

EXHIBIT B-1

SCHEDULE OF PROPERTY NO. ___

Re: Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*).

2. *Equipment*. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	Description	Serial No.	Model No.	Location

3. *Payment Schedule*.

(a) *Rental Payments*. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit _____. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule*. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this

Agreement and the Leases pursuant to [Resolution No. _______________] [Ordinance No. _______________], approved on ____________________, 20___; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:

6. *Lease Proceeds*. The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is $____________, of which $____________ is for deposit to the Expense Fund and the balance is for deposit to the Acquisition Fund. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. ___________, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. ___________.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount*. The Acquisition Amount for the Equipment described in this Schedule to be paid to the Vendor is $ ______________________.]

[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:

7. *Acquisition Period*. The Acquisition Period applicable to this Schedule shall end at the conclusion of the ____ month following the date hereof.]

[7][8]. *Lease Term*. The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on ____________.

[8][9]. *Purchase Option Commencement Date*. For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is _______________.

[OPTION: IF NO ACQUISITION FUND AGREEMENT IS USED:

[9][10]. *Utilization Period Expiration*. The Utilization Period Expiration is ___________________.]

[10][11]. *Maximum Equipment Cost*. The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is $___________________.

[11][12]. *Contract Rate*. The Contract Rate for this Schedule is _________%.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[12][13]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: City of Oxnard, California

(b) Lienholder: Banc of America Public Capital Corp.
555 California Street, 4th Floor
Mail Code CA5-705-04-01
San Francisco, California 94104

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

Dated: ______________________________

LESSOR:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

By: ______________________________

Name: ______________________________

Title: ______________________________

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett

EXHIBIT ONLY-DO NOT EXECUTE

By: ______________________________

Name: ______________________________

Title: ______________________________

(Seal)

Attest:

By: ______________________________

Name: ______________________________

Title: ______________________________

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

Exhibit B-2

Rental Payment Schedule

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price [excluding Prepayment Premium]

Prepayment Premium for purposes of Section 10.01(a) is ______[insert formula]______.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to _____%.

LESSEE:
City of Oxnard, California

EXHIBIT ONLY-DO NOT EXECUTE

By: ______________________________

Name: ______________________________

Title: ______________________________

EXHIBIT C

CERTIFICATE

The undersigned, a duly elected and acting ________________ [Secretary] [City Clerk] of City of Oxnard, California (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 and the Schedule(s) thereunder and all future Schedule(s) (the *"Agreements"*) by and between Lessee and Banc of America Public Capital Corp., and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
____________________	____________________	____________________
____________________	____________________	____________________
____________________	____________________	____________________

<u>EXHIBIT ONLY-DO NOT EXECUTE</u>

Dated: ____________________________

By: ____________________________

Name: ____________________________

Title: ____________________________

(The signer certifying this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT D

OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. ______, dated ____________________, to Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

Ladies and Gentlemen:

As legal counsel to City of Oxnard, California (*"Lessee"*), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, and Exhibits thereto by and between Banc of America Public Capital Corp. (*"Lessor"*) and Lessee (the *"Agreement"*) and an executed counterpart of Schedule of Property No. ______, dated ____________________, by and between Lessor and Lessee (the *"Schedule"*), which, among other things, provides for the lease of certain property listed in the Schedule (the *"Equipment"*) and a certain Acquisition Fund and Account Control Agreement among Lessor, Lessee, and ____________________________________ as Acquisition Fund Custodian, dated ____________________, (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease", and the Lease and the Acquisition Fund and Account Control Agreement are referred to collectively as the "Transaction Documents."

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and [has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power][is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code].

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Lease.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

[6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of _______________ personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.]

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Printed Name: ________________________ Signature: ________________________

Firm: ________________________ Dated: ________________________

Address: ________________________

Telephone No.: ________________________

EXHIBIT E

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. ______, dated ___________________, to Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp., as Lessor, and City of Oxnard, California, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the *"Schedule"*) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: ______________________________

LESSEE:
City of Oxnard, California

EXHIBIT ONLY-DO NOT EXECUTE
By: ____________________________
Name: ____________________________
Title: ____________________________

(Seal)

EXHIBIT F

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED ____________________

BANC OF AMERICA PUBLIC CAPITAL CORP. (*"Assignor"*) hereby gives notice that it has assigned and sold to [________________________] (*"Assignee"*) all of Assignor's right, title and interest in, to and under [Schedule of Property] No. [_____], dated [__________________] (the *"Lease"*) to the Master Equipment Lease/Purchase Agreement (*"Equipment Lease"*) dated as of [__________________], between Assignor and __________________________ (*"Lessee"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), "Lease" means collectively the Lease identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other [Schedules of Property] entered into under the Equipment Lease and rental payments other than with respect to the [Schedule of Property] identified above. Each capitalized term used but not defined herein has the meaning set forth in the Equipment Lease described above.

1. Pursuant to the authority of Resolution __________ adopted on ____________________, Lessee hereby acknowledges the effect of the assignment of the Lease and absolutely and unconditionally agrees to deliver to Assignee all rental payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Lease, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section [____] of the Lease, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	–	______________
Amount of Each Rental Payment	–	$______________
Total Amount of Rents Remaining	–	$______________
Frequency of Rental Payments	–	______________

Next Rental Payment Due – ______________

Funds Remaining in Escrow Fund – $______________

4. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Lessee related to the Lease and any requests for escrow disbursements, if applicable, and all rental payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

____

____

____

ACKNOWLEDGED AND AGREED:

LESSEE: ______________________________
[FOR EXHIBIT PURPOSES ONLY]

By: ______________________________

Name: ______________________________

Title: ______________________________

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP.
[FOR EXHIBIT PURPOSES ONLY]

By: ______________________________

Name: ______________________________

Title: ______________________________

EXHIBIT I

Escrow Agreement

This Escrow Agreement (this "Agreement") dated as of _________ by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), the City of Oxnard, California, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "Lessee") and ______________ (hereinafter referred to as "Escrow Agent").

Reference is made to that certain Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount $___________ be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "Oxnard Equipment Escrow Account Schedule 26" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed, and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of California State law.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the

Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee, Lessor, and Escrow Agent that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment and to pay a portion of the City's costs of issuance.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and

2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of Oxnard, California
300 W. Third Street, Third Floor
Oxnard, CA 93030
Attn: Betsy George, CFO
Email: betsy.george@oxnard.org

If to Escrow Agent

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto consent to jurisdiction in the State of California and venue in any state or Federal court located in the County of Ventura.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: ______________________________

Name: ______________________________

Title: ______________________________

City of Oxnard, California
as Lessee

By: ______________________________

Name: ______________________________

Title: ______________________________

____
As Escrow Agent

By: ______________________________

Name: ______________________________

Title: ______________________________

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease/Purchase Agreement dated as of April 8, 2014 by and between Banc of America Public Capital Corp, as Lessor, and City of Oxnard, California, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of ____________ (the "Escrow Agreement") by and among Banc of America Public Capital Corp ("Lessor"), the City of Oxnard, California ("Lessee") and ______________, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
	<invoice list OR "see attached" with a spreadsheet>		
	<invoice list OR "see attached" with a spreadsheet>		

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "Payee Information") is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: ____________________

CITY OF OXNARD, CALIFORNIA

By: ______________________________________
Name: ________________________________
Title: _________________________________

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: ______________________________________
Name:
Title:

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Oxnard, California (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Schedule of Property No. 26 dated as of ___________, to Master Equipment Lease/Purchase Agreement executed on April 8, 2014, by and between Lessee and Banc of America Public Capital Corp ("Lessor"), the Escrow Agreement dated as of __________ among Lessor, Lessee and _____________, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the "Agreements"), and the Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
______________________	______________________	______________________
______________________	______________________	______________________
______________________	______________________	______________________

Dated: ______________________________

By: ______________________________

Name: ______________________________

Title: ______________________________

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

SCHEDULE OF PROPERTY NO. 26

Re: Master Equipment Lease/Purchase Agreement, dated as of April 8, 2014, between Banc of America Public Capital Corp, as Lessor, and City of Oxnard, California, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*). For purposes of this Schedule the following defined terms in the Master Equipment Lease shall be defined as the following:

a. The Acquisition Fund shall be deemed the Oxnard Equipment Escrow Account created under the Acquisition Fund Agreement.

b. The Acquisition Fund Agreement shall be deemed that certain __________________, dated as of __________, by and among Lessor, Lessee and the Acquisition Fund Custodian.

c. The Acquisition Fund Custodian shall be deemed _______________, as Escrow Agent under the ______________, dated as of ________________, by and among Lessor, Lessee and the ______________.

2. *Equipment*. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Eight (8) Battalion Chief Command Vehicles Chassis as further described in each Disbursement Request under the Escrow Agreement, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement

3. *Payment Schedule*.

(a) *Rental Payments*. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule*. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to Agenda Item No. _______________, approved on ____________________, 2022; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is ________, of which ________ is for deposit to the Acquisition Fund. It is expected that by eighteen (18) months from the date of this Schedule of Property No. 26, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or eighteen (18) months from the date of this Schedule of Property No. 26.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 18^{th} month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and (__) ___ consecutive Renewal Terms, with the final Renewal Term ending on ________.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is _______.

10. *Maximum Equipment Cost*. The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is $_________.

11. *Contract Rate.* The Contract Rate for this Schedule is ____%.

12. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: City of Oxnard, California

(b) Lienholder: Banc of America Public Capital Corp
Bank of America Plaza
600 Peachtree Street, NE, 11^{th} Floor
Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

[*Remainder of page intentionally left blank; signature page follows*]

Dated: _________

LESSOR:	LESSEE:
Banc of America Public Capital Corp 555 California Street, 6th Floor San Francisco, California 94104 Attention: Contract Administration	City of Oxnard, California 300 West Third Street, Suite 302 Oxnard, California 93030 Attention: Rena Bassett
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
	(Seal)
	Attest:
	By: ______________________________
	Name: ______________________________
	Title: ______________________________

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price

Prepayment Premium for purposes of Section 10.01(a) is ____%.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to _____%.

LESSEE:
City of Oxnard, California

By: ________________________________

Name: ________________________________

Title: ________________________________

City of Oxnard

Equipment Lease Schedule No. 26
(Fire Battalion Chief Vehicles)

PRESENTATION TO FINANCE & GOVERNANCE COMMITTEE

JULY 26, 2022

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CITY OF OXNARD CALIFORNIA

Recommendation

- That the Finance and Governance Committee recommend that:
  - The City Council adopt a resolution, approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $1.4 million to reimburse the City for the purchase of eight Fire Battalion Chief vehicle chassis and provide financing for the upfitting cost of the eight chassis, authorizing the execution and delivery of other documents required in connection therewith, and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution.

Background and Vehicle Needs

- Oxnard Fire Department needs 8 new fire battalion chief vehicles
  - Purchase of the 8 chassis from National Auto Fleet was approved at the January 4, 2022
  - Once the chassis are delivered, the City will send them over to another vendor (Stonewell Bodies) to upfit them into usable vehicles
  - City staff plan to bring the upfitting costs before Council at the July 28th meeting
- Total cost to purchase chassis and upfit them is expected to be $1,289,306
- Cost of vehicles is higher than originally anticipated primarily due to inflationary pressures
  - 400% increase in aluminum cost over the last 18 months

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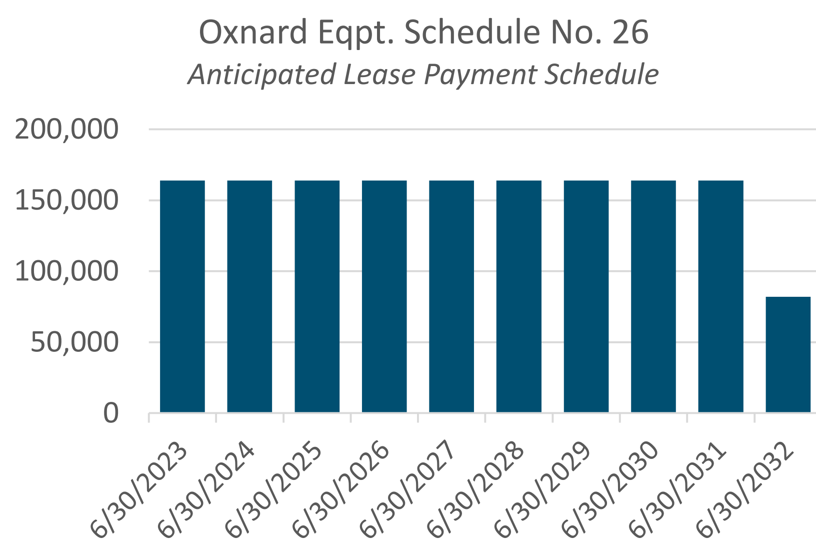
Financing Overview

- City plans to utilize the existing line of credit with Bank of America (BofA) to reimburse City for the purchase price of the chassis and finance the upfitting costs
  - Current agreement has been in place since 2014 and has been used several times to finance equipment
  - Current draw is Schedule No. 26; will have a 10-year term (final payment 12/1/2031)
  - Amount borrowed expected to be $1.3 million
- Locked, fixed 10-year interest rate of 3.14%
  - Subject to change until the rate is locked or the loan funds and closes
  - Semi-Annual debt service payments of $80,000
  - Annual payments of $160,000



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Summary of Legal Documents

Authorizing Resolution

- Authorize legal documents and authorize City staff to execute documents
- Identifies not-to-exceed amounts related to the Equipment Schedule No. 26

Master Equipment Lease/Purchase Agreement

- Approved and executed back in 2014
- Provides for the ongoing line of credit relationship with Bank of America
- Governs all outstanding equipment schedules

Equipment Schedule No. 26

- Identifies terms related to specific equipment financing (fire battalion chief vehicles)
- Includes the amortization/repayment schedule

Escrow and Account Control Agreement

- Agreement between the City and Escrow Agent governing the process by which funds are withdrawn from the escrow to pay for the vehicles

Anticipated Timing

July 26, 2022: Finance and Governance Committee

Late July:

Lock Interest rate

August: Finalize structure of the Equipment Lease

September 6, 2022: City Council considers Equipment Lease

Mid-Late September:

Closing and funding of equipment lease

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Questions?