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
November 22, 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: 878 1330 0222**
3. **Passcode: 905244**

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 presiding officer 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.

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT **WWW.OXNARD.ORG.**

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

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 remotely 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 legislative body 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

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

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 presiding officer 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.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* 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 October 25, 2022 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Fire Department
SUBJECT: Purchase of Eight (8) Ford Utility Trucks. (10 minutes)
RECOMMENDATION: That the Finance and Governance Committee recommend the City Council authorize approval of replacing aged-out utility vehicles with modern Ford F-Series pickup trucks to continue meeting the department's mission for the City of Oxnard.

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

2. Fire Department

SUBJECT: Purchase Order with National Auto Fleet For Upfitting Eight (8) Command Vehicles in the amount of $1,053,108. (15 minutes)
RECOMMENDATION: That the Finance and Governance committee recommend that City Council 1) Approve the execution of a purchase order in the amount of $1,053,108.82 for the upfitting of eight (8) Battalion Chief Command vehicles by 911 Vehicles through National Auto Fleet Group and 2) Authorize a budget appropriation recognizing revenue and appropriating $490,656.58 to the Lease Purchase Equipment Fund (313) and the corresponding Capital Outlay Fund (301, Project C2203 - Command Vehicles-8).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/G-QfZDnG2E8
Contact: Alexander Hamilton, (805) 385-7700

3. Fire Department
SUBJECT: Purchase Order South Coast Emergency Fire Equipment for a Ladder Truck. (15 minutes)
RECOMMENDATION: That the Finance and Governance Committee recommend the City Council authorize approval of a purchase order for a tractor drawn aerial ladder truck (ladder truck) from South Coast Emergency Fire Equipment.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8rHSBYk_RpQ
Contact: Alexander Hamilton, (805) 385-7700

4. Finance Department
SUBJECT: Authorize Equipment Lease Schedule No. 27 to Finance the Purchase of a Fire Ladder Truck and to Finance the Purchase and Upfitting of Fire Battalion Chief Vehicle Chassis. (10 minutes)
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council adopt a resolution:

1. Authorizing the purchase of certain equipment and the execution and delivery of Equipment Schedule No. 27 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $3,450,000 for a ladder fire truck and the purchase and subsequent upfitting of chassis for battalion chief command vehicles;
2. Authorizing the execution and delivery of other documents required in connection therewith; and
3. 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

5. Finance Department
SUBJECT: Update on the Corrective Action Plan (CAP) for Closing Past audit Findings (10 minutes)
RECOMMENDATION: That the Finance and Governance Committee receive an update on the City's Corrective Action Plan (CAP) for closing past audit findings and recommend staff forward

the presentation to City Council.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/oZ9PFs5BbM8
Contact: Betsy George, (805) 200-5400

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: November 22, 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 October 25, 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 10 25 2022 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
October 25, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:14 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 Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Alexander Hamilton, Fire Chief; John Colamarino, Assistant Fire Chief; Betsy George, Chief Financial Officer; Jennifer Hiraoka, Senior Manager Internal Controls; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk were also present.

Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer participated via videoconference

Kyle Enright, Senior Account Executive and Phil Enright, General Manager with Syntrio, Inc. also participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received by Ray Blattel (River Ridge Golf Club public records request) and Doug Partello (concerns about union negotiations, fixed benefits, and pension system).

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the October 11, 2022 regular meeting as presented.

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

D. REPORTS

1. Fire Department
SUBJECT: Authorization to submit grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (Matching requirement of up to $153,622). (15 minutes)
RECOMMENDATION: That the Finance & Governance Committee Recommend the City Council adopt a resolution:

    1. That allows the submission of seven (7) grant applications to the FEMA Assistance to Firefighters Grant for $1,689,842, including a 10% local match for the purpose of procuring ten (10) LUCAS devices, a Type 3 apparatus, an air compressor, paramedic

school, and USAR, HazMat and Fire Prevention training;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

John Colamarino, Assistant Fire Chief 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. Fire Department

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue. (20 minutes)

RECOMMENDATION: That the Finance & Governance Committee recommend that City Council appropriate $303,068 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies needed for mutual aid response to wildland fire events.

John Colamarino, Assistant Fire Chief 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.

3. City Manager Department

SUBJECT: Professional Services Agreement A-8501 for Whistleblower Hotline Services. (15 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend City Council approve and authorize the execution of Agreement No. A-8501 with Syntrio, Inc. in the amount of $30,500.00 for a duration of five years to provide whistleblower hotline services.

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

Deputy City Manager Klima informed City Council that Agreement No. A-8501 with Syntrio, Inc. was amended and reviewed by legal. The amended agreement will be presented to Council at the next meeting for review and approval.

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

4. Finance Department

SUBJECT: Accounting and Financial Reporting Risk Assessment Update. (10 minutes)
RECOMMENDATION: That the Finance and Governance Committee receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05, and recommend staff to forward the presentation to City Council.

Betsy George, Chief Financial Officer introduced Jennifer Hiraoka, Senior Manager Internal Controls, 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.

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 6:00 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: November 22, 2022

TO: Finance & Governance Committee

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

SUBJECT: Purchase of Eight (8) Ford Utility Trucks. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend the City Council authorize approval of replacing aged-out utility vehicles with modern Ford F-Series pickup trucks to continue meeting the department's mission for the City of Oxnard.

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

BACKGROUND

Each Fire Station has an assigned light-duty pickup truck that is available for many uses. Fire Department "Utility" trucks serve many purposes; their primary use is for emergency off-road responses, including Ocean Rescue and other incidents along the twenty-two miles of coastline. Other uses include wildland fire fighting - including the Santa Clara River bottom, Urban Search and Rescue, swift water rescue, towing of Department trailers, and crew exchanges on multiple alarm incidents.

Another important use of Station Utility trucks is the rendering of mutual aid to neighboring jurisdictions throughout the Western United States, in which case the California Office of Emergency Services (Cal OES) reimburses the City for the vehicle's use at a rate of $127 per day. Cal OES mutual aid assignments require a vehicle inspection upon arrival and prior to demobilization, rust and age issues will not allow the current fleet of utilities to pass and staff responding to out of area incidents are required to rent vehicles. If the Department had sent a Utility with each staff member that responded to mutual aid assignments in FY23, the reimbursement would have been approximately $26,670.

The current vehicles' age and configuration can no longer fulfill the needs of the Fire Department and its Public Safety mission.

<u>Current Utility Vehicle Fleet:</u>
Fire station 1: Ford Ranger >19 years old
Fire Station 2: Ford F150 >19 years old
Fire Station 3: Ford F350 >14 years old in need of a new service body due to severe rust from the ocean environment
Fire Station 4: Ford F250 >15 years old
Fire Station 5: Chevy S-10 >15 years old

Fire Station 6: Ford F350 >16 years old
Fire Station 7: Ford F350 >15 years old
Fire Prevention: E150 E150 >21 years old, no longer useful due to a mission change and the age of the vehicle

Recommended New Vehicle Fleet and Use:
Fire Station 1, 2, 4, 5: Four F250's with standard beds, used for emergency off-road & beach response, and mutual aid.
Fire Station 7: One F350 with standard bed and cab, used for emergency response, and Strike Team Leader and back up Battalion Chief.
Fire Station 6: One F350 with a short service body, used for emergency ocean rescue response on the beach, tow vehicle.
Fire Station 3: One F350 with a long bed service body, used for emergency off-road & beach response, fire station utility, mutual aid, tow vehicle, reserve Squad 68, reserve Squad 66, and reserve Ocean Rescue 66.
Fire Station 8: One F450 with a long-bed service body, used as a USAR tow vehicle, swift water tow vehicle, down coast emergency responses, off-road access, mutual aid.

DISCUSSION

Severe supply limits in the auto industry still exist. Because of this, the ordering of cabs and chassis is highly restricted and competitive. Of the prominent three auto manufacturers, only Ford opened its ¾ ton, 1 ton, and 1 ½ ton pickup truck orders this calendar year. The window to order vehicles from Ford is one day per year and occurred on October 26. Because of the limited opportunity to order vehicles, Fleet Services, at the request of the Fire Department, placed reservations for eight cabs and chassis. If the Fire Department had missed the order window, future orders would have to wait until the next order window, which will likely not happen again until Fall 2023.

The best estimated average price per cab and chassis for the desired configuration is $80,000 per unit ($640,000 for eight (8) units). Accurate pricing for the cab and chassis will be available once Ford opens their production period. Upon receiving notification of vehicle prices, the Fire Department will bring updated pricing to Council for approval. Reservation of the eight cabs and chassis units will be canceled unless Council provides direction to move forward with the acquisition of the cabs and chassis. The commitment to purchase can be revoked up until Ford begins production of the vehicles.

If the cab and chassis are approved and ordered, the Fire Department will submit a future request to Council for upfitting costs. The best estimate for upfitting is approximately $25,000 per vehicle ($200,000 for the eight (8) units). Upfitting may include mobile data devices, radios, and other equipment to make the vehicles fully functioning emergency response vehicles.

All municipalities in need of ¾ ton and larger vehicles are in similar circumstances, where they must place orders prior to pricing and delivery dates being available. Some jurisdictions are of the mindset that they need to “hoard” as cabs and chassis and concern themselves with upfitting the vehicles at a future date.

The Fire Department will remove current aged-out vehicles from the fleet.

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 best estimate for eight cab and chassis units is an average cost of $80,000 per unit; $640,000 for eight (8) units. If approved, the cab and chassis will be procured through the Enterprise Lease-Purchase Program. Actual vehicle delivery dates and pricing will be available once the Ford production period opens.The current order window opens November 14. Lead time for vehicles placed on this date is 6 to 9 months and likely longer, making the delivery date some time between May and September 2023.

If Council approves the lease-purchase of the eight cabs and chassis, a future funding request will be brought to Council for upfitting the vehicles. Upfitting includes mobile data devices, radios, lights, sirens, and other equipment to make the vehicles functioning emergency response vehicles. The best estimate for upfitting is approximately $25,000 per vehicle; $200,000 for eight (8) units. The Fire Department will work with Purchasing to follow the City of Oxnard Purchasing Policy in selecting a vendor to upfit the vehicles. Upfitting cost would be requested in the Fire General Fund FY 23/24.

Annual vehicle payments and upfitting under the lease purchase will be included in future annual budget requests.

Prepared by: Karsten Guthrie

ATTACHMENTS

1. Lease Purchase Eight Vehicles Presentation

LEASE / PURCHASE OF EIGHT FIRE STATION UTILITY VEHICLES

Alexander Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

The Fire Department recommends replacing eight aged-out utility vehicles with eight modern Ford F-Series pickup trucks to continue meeting the department's mission for the City of Oxnard.

Emergency and non-emergency uses:

- Off Road access during emergency response
- Urban Search & Rescue
- Swiftwater Rescue
- Mutual Aid
- Reserve Apparatus
  - Paramedic Squads and Ocean Rescue
- Upstaffing
  - Storms, high winds, high surf, festivals and other special events

Current Utility Vehicle Fleet

Eight (8) recommended for replacement

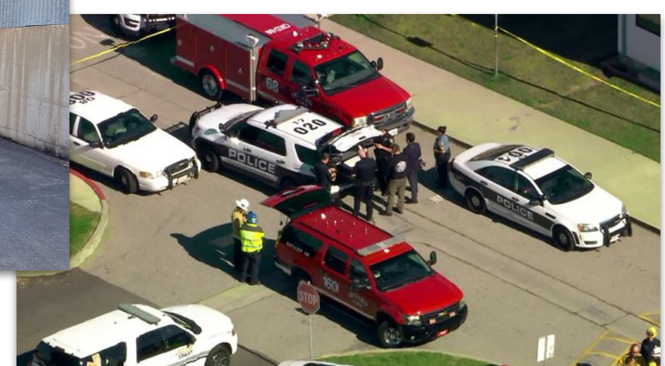
1. Ford Ranger >19 years old
2. Ford F150 >19 years old
3. Ford F350 >14 years old in need of a new service body due to severe rust from the ocean environment
4. Ford F250 >15 years old
5. Chevy S-10 >15 years old
6. Ford F350 >16 years old
7. Ford F350 >15 years old
8. E150 E150 >21 years old, and change of vehicle mission






Recommended Replacement Fleet & Use

- Eight vehicles have been ordered
- Four (4) F250: Fire Stations 1, 2, 4, 5
- Three (3) F350: Fire Station 3, 6, 7
- One (1) F450: Fire Station 8



Current Standing

1. **Cab & Chassis**
   a. Supply limits still exist in the auto industry still exist
   b. Reservations for eight cabs and chassis have been placed
   c. Delivery in 6-9 months (June-October 2023)

2. **Upfitting**
   a. Includes mobile data devices, radios, and other equipment to make the vehicles fully functioning emergency response vehicles.
   b. FY 2023/2024

FISCAL IMPACT

- **Cab & Chassis**
  - Best estimated is $80,000 per unit (average price)
  - $640,000 for all eight (8) units
  - Actual pricing is not available until Ford opens production
  - Anticipated delivery of vehicles June-October 2023
  - Enterprise Fleet Management Lease-Purchase Program

- **Upfitting**
  - Best estimate for upfitting $25,000 per unit (average price)
  - $200,000 for the eight (8) units
  - Future request to Council for upfitting costs applied FY 23/34

QUESTIONS?

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

CITY OF OXNARD CALIFORNIA

DATE: November 22, 2022

TO: Finance & Governance Committee

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

SUBJECT: Purchase Order with National Auto Fleet For Upfitting Eight (8) Command Vehicles in the amount of $1,053,108. (15 minutes)

RECOMMENDATION

That the Finance and Governance committee recommend that City Council 1) Approve the execution of a purchase order in the amount of $1,053,108.82 for the upfitting of eight (8) Battalion Chief Command vehicles by 911 Vehicles through National Auto Fleet Group and 2) Authorize a budget appropriation recognizing revenue and appropriating $490,656.58 to the Lease Purchase Equipment Fund (313) and the corresponding Capital Outlay Fund (301, Project C2203 - Command Vehicles-8).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/G-QfZDnG2E8

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 funded July 1, 2022.

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 executed Purchase Order 8388 on November 4, 2021. The City Council ratified the Mayor's authorization to sign the Purchase Order on December 28, 2021.

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. It was determined that Stonewell Bodies best met the needs of the Department by accomplishing the three aforementioned qualities with a custom aluminum body. The Purchase Order was scheduled to be signed by the Mayor at the July 28, 2022 City Council Meeting, however the item was bumped to September during which time the quote expired and Stonewell Bodies, due to inflation and an escalating cost for materials, could not afford to honor the original quote. The price was increased and a decision was made to have the vehicles returned from Stonewell Bodies in New York to pursue an alternative vendor for the upfitting.

The Fire Department Capital Equipment and Apparatus Committee performed additional research and determined that 911 Vehicles will be able to meet the aforementioned build qualities of cancer prevention, driver safety and incident response capabilities. The design by 911 Vehicles utilizes a fiberglass shell and a custom slide out command package to remove 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.

DISCUSSION

The upfitting of the eight (8) Ford F-350 chassis will be completed by 911 Vehicles utilizing a cooperative agreement from Sourcewell, through National Auto Fleet Group (Contract # 091521-NAF with Expiration of 11/08/2025). The Sourcewell agreement meets all requirements set forth in the City of Oxnard's Purchasing Policy and all requirements set forth by the State of California in regards to regional cooperative agreements. The use of cooperative agreements ensures the City still receives the lowest available pricing and meets the competitive bid process requirements.

The upfit costs include the purchase of a fiberglass truck bed cover, fabrication and installation of equipment storage shelving within the shell 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 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 upfit; this estimate could not project the unprecedented inflation rates and increased cost of materials experienced worldwide over the past two and half years. The delivery of the chassis was impacted by chain supply issues with delivery (taking 10 months versus the previously normal 3 months).The delays due to supply chain, the loss of the original intended upfitting vendor and the inclusion of equipment not covered by the June Stonewell Bodies quote, the upfit price is now $131,638.60 per vehicle. The substantial increase in cost will exceed the funded budget by $512,782.

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 request to authorize Financing under the Master Lease is expected to be brought to the Finance and Governance Committee on November 22, 2022.

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 $1,053,108.82. The Fiscal Year 2021-22 Adopted Budget allocated $960,000 for the purchase and upfitting of the vehicles in project #C2203 (Fire Command Vehicles-8). To date, $397,547.76 of the project budget has been allocated to National Auto for the procurement of eight (8) F-350 chassis, leaving a balance of $562,452.24 for the upfitting. Authorization of the budget appropriation will recognize revenue and appropriate an additional $490,656.58 of lease proceeds to equal the total upfitting cost.

The FY2022-23 Adopted Budget includes the estimated annual lease payment of $100,000 for the financing of the eight (8) Battalion Chief vehicles. The financial impact of utilizing the Master Equipment Lease Purchase Agreement for the $1,472,782 total cost of 8 Battalion Chief vehicles (purchase of chassis and uplifting) is estimated to be an annual lease payment of $150,000. The Fire Department will seek appropriation in FY 22-23 of Wildland mutual aid response revenues to pay for the unfunded balance of $50,000 for first year’s lease payment. The full $150,000 estimated annual lease payment will be included in future years' proposed budget.

Prepared by: Aaron Baker, Battalion Chief

ATTACHMENTS
1. PPT PO National Auto Fleet
2. Quote National Auto Fleet

UPFITTING OF EIGHT BATTALION CHIEF COMMAND VEHICLES

Alexander Hamilton, Fire Chief

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize a Purchase Order in the amount of $1,053108 for the upfitting of Eight (8) Battalion Chief Command Vehicles Chassis by 911 Vehicles through National Auto Fleet Group..

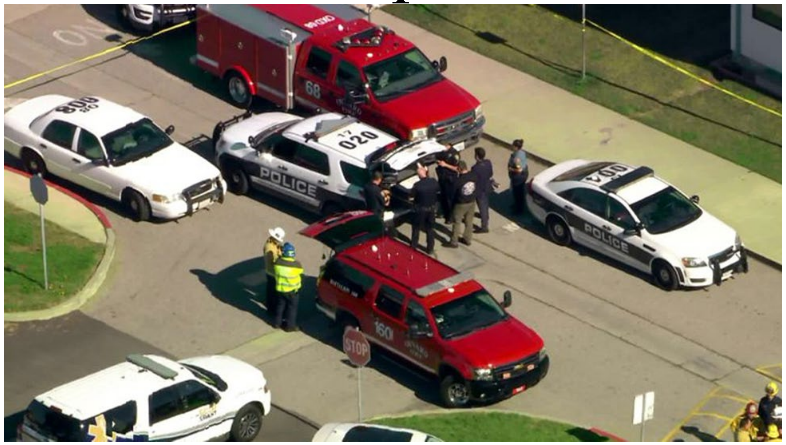
FY2021/2022 BUDGET APPROVED PURCHASE OF:

1. Replace two frontline BC Vehicles and reassign to Assistant Chiefs
2. Replace Fire Marshal Vehicle
3. Replace 10 year old Training Chief Vehicle
4. Replace one BC Response vehicle that was involved in a crash and removed from service
5. Enhance fleet by three BC vehicles

BACKGROUND

- PO for Original vendor (Stonewell Bodies) was set for approval on July 28, 2022.
- Agenda Item was bumped to 09/22 allowing quote to expire.
- New quote reflected dramatic increases due to inflation and escalating raw materials pricing.
- Decision to not proceed with Stonewell Bodies as project vendor.
- 911 Vehicles chosen as new vendor for Command Vehicle Upfitting with Sourcewell cooperative pricing through National Auto Fleet Group.

- Eight Ford F-350 chassis to be upfitted 911 Vehicles through National Auto Fleet Group.
- Sourcewell Cooperative Agreement
  - Contract 091521-NAF
  - Valid through November 08, 2025
- Cost of chassis upfitting is $1,053108.
- Inflation, increased materials cost and inclusion of vital communications equipment has increased build price.



FISCAL YEAR 2021/2022 BUDGETED PROJECT

- $960,000 has been allocated for the acquisition and up-fitting of eight command vehicles using lease purchase
- The cost for up fitting the eight chassis will be $1,053,108.
- Project now exceeds funded budget by $512,782.
- FD will utilize FY22-23 Wildland Reimbursement Funds to offset first year annual unfunded lease deficit.
- Annual payments for vehicles and up-fitting under the lease purchase will be included in future annual budget requests.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

11/2/2022 Quote ID: **22027**

Mr Aaron Baker
City of Oxnard Fire Dept

3609 W 2nd Street

Oxnard, California, 93030

Dear Mr Aaron Baker,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit and Accessories for your consideration.
Eight (8) New/Unused (Command Truck Conversion 911 Upfit) and delivered to your department yard, each for

One Unit		Extended Unit's (8)
Subtotal	$120,493.00	$963,944.00
Tax (9.2500 %)	$11,145.60	$89,164.80
Total	$131,638.60	$1,053,108.80

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF.** Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
National Fleet Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: November 22, 2022

TO: Finance & Governance Committee

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

SUBJECT: Purchase Order South Coast Emergency Fire Equipment for a Ladder Truck. (15 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend the City Council authorize approval of a purchase order for a tractor drawn aerial ladder truck (ladder truck) from South Coast Emergency Fire Equipment.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8rHSBYk_RpQ

BACKGROUND

The Oxnard Fire Department (OFD) is an all-hazards agency, providing response for a full range of emergency and non-emergency services to the community. These services include, but are not limited to fire suppression, Urban Search & Rescue, emergency medical service, hazardous materials response, vehicle and industrial accident response, ocean and surf rescue, public fire and life safety education, fire investigation, regulation of hazardous material uses, disaster preparedness and inspection of new construction. In the calendar year 2022 OFD responded to 19,227 calls for service. The OFD fleet contains two (2) frontline and one (1) reserve ladder truck.

On June 21, 2022, City Council approved the FY22/23 Operating and Capital Improvement Budget that included $2.0 million Lease Purchase allocation for the purchase of one (1) ladder truck. The ladder truck will replace Truck 81 (T81) as frontline apparatus, allowing the older ladder truck to be moved to reserve status. The average mileage for the ladder truck to be replaced is 60,000 miles. However, with a three (3) year anticipated build time, there may be an additional 20,000 or more miles traveled by the time of replacement. Placing the ladder truck into reserve status will allow the retirement of one reserve status ladder truck that will have exceeded the National Fire Protection Association 1901 Standard for Automotive Fire Apparatus suggestions that a tractor drawn aerial ladder fire truck service life not exceed 25 years; by the time the ladder truck is removed from service it will be 28 years of age with an excess of 131,000 miles.

City staff expect to utilize the existing Master Equipment Lease Purchase Agreement (“Master Lease”) with Banc of America to reimburse the City for the cost of the ladder truck. The request to authorize financing under the Master Lease is expected to be brought to the Finance and Governance Committee on November 22, 2022.

DISCUSSION

Authorizing the Purchase of Tractor Drawn Aerial Ladder Truck

The OFD fleet contains two (2) frontline and one (1) reserve ladder truck. The frontline ladder trucks are assigned to Fire Station 1 and Fire Station 8 and are dispatched to emergencies based on the closest resource. The reserve ladder truck is placed in service when a frontline ladder truck is being repaired or when additional staffing is required for mutual aid response or preventative increase in staffing due to a weather event or other known issue in the City or larger operational area.

The City of Oxnard does not currently have a vehicle replacement plan for fire trucks. However, industry practice calls for the replacement of a ladder truck at 12 years. Both Ventura County and Ventura City replace apparatus after 12 years. Currently both of Oxnards frontline ladder trucks are nine (9) years old with average milage of 60,000 miles. The single Oxnard reserve ladder truck is twenty-two 22 years old with 144,941miles with no replacement on order.

Ladder trucks are customized vehicles that may take up to three (3) years to assemble. The current estimated delivery time for this order would be 34 months. The ladder truck identified to be moved to reserve status is Truck 81. This ladder truck responded to an average of 1,948 calls in 2021 and 1,500 calls in 2022 thus far. It can be assumed by the time the new vehicle is assembled, the frontline ladder truck will log an additional 20,000 miles. Once Truck 81 is moved to reserve status, Truck 180 will be removed from service in the fire fleet. Once removed from the active fleet, the apparatus will either be donated for use by Oxnard's Sister City in Ocotlan, Mexico or a local fire academy to be used in the education and training of future firefighters. If, by chance, a recipient for donation cannot be found, reserve Truck 180 can be submitted for sale at auction.

The following table identifies the two (2) frontline and single reserve ladder trucks that are currently in service. The chart reflects the recommended status updates based on the delivery of a new ladder truck to be ordered in December of 2022, these proposed actions are subject to review of maintenance costs and service status by Fleet Services and the Fire Department at time of delivery.

Frontline Tractor Drawn Aerial Ladder Trucks

Number	Replacement Status	Model Year	Age (Years)	Manufacturer	Current Mileage
T81	Move to reserve status after delivery of new ladder truck (Fall 2025)	2014	9	Pierce	59,000
T68	Order Replacement in 2027	2014	9	Pierce	60,649

Reserve Truck

Number	Replacement Status	Model Year	Age (Years)	Manufacturer	Current Mileage
T180	Remove from fleet upon delivery of new ladder truck (Fall 2025)	2000	22	Pierce	144,941

Pursuant to City of Oxnard Ordinance Number 2943, adopted June 19, 2018, the use of cooperative purchasing, whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant is permitted. For the procurement of the ladder truck, South Coast Fire Equipment will represent Pierce Fire Engines utilizing Houston-Galveston Area Council (H-GAC) cooperative pricing; contract FS12-19, effective date of April 1, 2020 to May 31, 2024.

OFD, in partnership with Oxnard Fleet Services and South Coast Fire Equipment, have worked hand in hand to customize the ladder truck build to incorporate a “clean cab design”. The clean cab design is one step in the commitment OFD has made to reduce personnel exposure to carcinogens. As cancer is the leading cause of firefighter deaths, the Department is dedicated to taking all cancer prevention measures in the designs of future apparatus, stations, and PPE. Fire apparatus manufacturers have increased pricing over the past two years and Pierce is no exception. Pierce increased its pricing by 14% in 2022. Competitors of Pierce have increased their prices up to 15% in the same time frame.

The purchase of the Pierce ladder truck assists in maintaining a fleet of fire apparatus that are at the forefront of fire service industry standards. The purchase of this Pierce ladder truck will also continue to allow consistency to OFD personnel who operate from the current ladder trucks 24 hours a day every day of the year and the fleet personnel that ensure they are mechanically response ready. Having apparatus that operate the same, store tools and equipment in the same locations and require similar maintenance all contribute to the safest and most efficient emergency response for the citizens and business owners within the City of Oxnard.

South Coast Fire Equipment has provided an estimated price quote of $1,9000,000 for the ladder truck including tax, bond, and fees. Two cost-savings strategies will be employed by City staff. First, Pierce plans to increase prices by approximately 3% after February 1, 2023. Accordingly, staff anticipate bringing the purchase item before Council on December 20, 2022 and then signing the purchase agreement on the evening of is expected to save the City approximately $57,000 by not incurring another price increase.

The second cost savings strategy employed by City staff is a 100% prepayment when the truck is ordered. This results in $48,000 in savings to the City. Combined, these two strategies are estimated to save the City approximately $105,000 in purchase costs.

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 total cost for the ladder truck is approximately $1,900,000. The Fiscal Year 2022-23 budget includes an appropriation and lease proceeds of $2,000,000 in the Lease Purchase Equipment Fund (3012501)/Project C2303. Annual payments for the ladder truck is estimated to be approximately $200,000. The FY2022-23 Adopted Budget includes the estimated annual first lease payment of $200,000, subsequent annual lease payments will be included in future years’ proposed budgets.

The cost to upfit and equip a ladder truck to be response ready is approximately $273,000. Upfitting will take place once the ladder truck has been built, which is estimated to be two and half years, 34 months, from the placement of the order. The Fire Department will request funds for upfitting to be allocated in the appropriate fiscal year Operating Budget, tentatively FY 25-26.

Prepared by: Aaron Baker, Battalion Chief

ATTACHMENTS

1. Presentation PO South Coast Equipment

PURCHASE OF TRACTOR DRAWN AERIAL LADDER TRUCK

Alexander Hamilton, Fire Chief

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize a Purchase Order in the Amount of $1,900,000 for a Tractor Drawn Aerial Ladder Truck (Ladder Truck) through South Coast Emergency Fire Equipment.

FY2022/2023 BUDGET APPROVED PURCHASE OF A TRACTOR DRAWN AERIAL LADDER TRUCK.

- OFD Fleet Contains Three Ladder Trucks.
- Two Frontline Ladder Trucks - 2014 Pierces. (9 Years Old)
- Reserve Ladder Truck - 2000 American La France. (22 Years Old.)
- Industry Practice - Ladder Trucks Serve as Frontline for 12 Years Before Moving to Reserve Status.
- Fire Apparatus Is Retired from Service at 25 Years.
- 34 Month Build Time Would Push OFD Ladder Trucks Into Next Service Status Upon Delivery of New Ladder Truck.

PROCUREMENT PROCESS

- OFD Capital Apparatus Committee and Fleet Services worked with South Coast to compose a build specification with a a Clean Cab Design for Firefighter Health & Safety.
- Ladder Truck purchased from South Coast Emergency Vehicles provides for:
- -Apparatus built to Leading Industry Standards.

  -Operational Consistency for Firefighter..

  -Consistency and Efficiency In Maintenance and Repairs.
- H-GAC Agreement utilized to comply with competitive pricing requirements.
  - Contract FS12-19
  - Valid through May 31, 2024.
- Purchase of Ladder Truck in December of 2022 will avoid possible price increase in January 2023.

FISCAL YEAR 2022/2023 BUDGETED PROJECT

- $2,000,000 has been allocated for the acquisition and up-fitting of a Ladder Truck utilizing lease purchase.
- The cost for the Ladder Truck is estimated to b be $1,900,000.
- Fire Department will request upfitting and equipment cost in the fiscal year of delivery (FY25-26 operating budget)

CITY OF OXNARD CALIFORNIA

QUESTIONS?

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: November 22, 2022

TO: Finance & Governance Committee

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

SUBJECT: Authorize Equipment Lease Schedule No. 27 to Finance the Purchase of a Fire Ladder Truck and to Finance the Purchase and Upfitting of Fire Battalion Chief Vehicle Chassis. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council adopt a resolution:

1. Authorizing the purchase of certain equipment and the execution and delivery of Equipment Schedule No. 27 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $3,450,000 for a ladder fire truck and the purchase and subsequent upfitting of chassis for battalion chief command vehicles;
2. Authorizing the execution and delivery of other documents required in connection therewith; and
3. 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

The Oxnard Fire Department (OFD) continues to improve and modernize its fleet in order to continue providing response for a full range of emergency and non-emergency services to the community. The OFD fleet currently consists of eight (8) frontline and six (6) reserve fire engines. In order to modernize the existing fleet, the City purchased 5 new fire engines during calendar year 2022 and has a remaining need for additional vehicles, including a new tractor drawn aerial ladder fire truck ("ladder truck") and eight fire battalion chief command vehicles ("command vehicles", and together with the ladder truck, the "Equipment").

The command vehicles are purchased in two parts – first, the City purchased eight Ford F-350 chassis for the command vehicles from National Auto Fleet on November 4, 2021 for a total price of $419,674 (Purchase Order 8388). The City Council ratified the Mayor's authorization to sign the purchase order on December 28, 2021. Those eight chassis were delivered to the City in summer 2022 and the City paid for them shortly after delivery. The second step in the command vehicle purchase is for the command vehicle chassis to be upfitted and equipped to make them into serviceable vehicles. The upfitting will be performed by 911 Vehicles through National Auto Fleet Group. The city has received a quote in the amount of $1,053,108 for the total cost of upfitting those eight chassis. This brings total cost for the complete upfitted eight command vehicles to $1,472,782.

The ladder truck will be purchased from South Coast Emergency Fire Equipment for approximately $1,900,000. Fiscal Year 2022-23 budget includes an appropriation and lease proceeds of $2,000,000 in the Lease Purchase Equipment Fund to purchase the ladder truck. The cost to upfit and equip the ladder truck to be response ready is just under $200,000 per vehicle. This upfitting cost will be incurred once the truck has been built and delivered to the City – which is estimated to be two and a half years.

The approval to purchase the upfitting of the command vehicles and the purchase of the ladder truck are going before Committee on November 22, 2022, the same date as this item.

The City has a positive prior relationship with Banc of America, and has used Banc of America to finance equipment purchases several times since 2014. The City Council previously approved a Master Equipment Lease Agreement A-7667, and staff executed the agreement 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 (also referred to as a Schedule of Property).

Since the City intends to enter into a tax-exempt equipment lease financing to reimburse the City for the purchase of the command vehicles and ladder truck, Internal Revenue Service (IRS) regulations require that the City Council adopt a reimbursement resolution within 60 days of the actual expenditure of funds in order to use tax exempt debt proceeds to reimburse the City. Since the City paid for the eight chassis in late August 2022, the City Council adopted a resolution on October 4, 2022, declaring the intent to reimburse the City using proceeds from tax exempt debt. This resolution does not obligate the City to enter into a financing, but does provide the City with the option to use tax exempt debt to reimburse the City for equipment expenditures made more than 60 days prior to the close of a financing.

DISCUSSION

In order to reduce the cost of the ladder truck, City staff are employing a couple of strategies. First, the City is accelerating the process of purchasing the ladder truck to complete the purchase prior to the manufacturer (Pierce) implementing a 3% cost increase after February 1, 2023. This action is expected to save the City approximately $57,000 by avoiding the cost increase.

Second, the City plans to pre-pay for the ladder truck at purchase in order to secure a $48,000 prepayment discount. Combined, these two strategies are estimated to save the City approximately $105,000 in purchase costs.

It is staff's intention to enter into an equipment financing to reimburse the City for the upfront cost of these engines. Pending City Council approval, the City will utilize the existing Master Lease with Banc of America. This master lease has been in place since 2014 and the city has financed several vehicles over the years. Each financing is considered a "draw" on the Master Lease and is referred to as an Equipment Schedule. The current draw for the two fire engines is Equipment Schedule No. 27.

Staff anticipates that funds will be drawn from Equipment Schedule No. 27 in mid-January 2023. Consistent with the City's other equipment leases, staff will submit reimbursement requests to withdraw funds from the escrow for the Equipment Schedule No. 27 to reimburse the City for the cost of the equipment.

Banc of America has provided a locked, 10-year fixed interest rate of 3.814%. This rate was locked back in September 2022. Locking the interest rate removes the risk that interest rates go up between now and mid-January 2023 when the financing is expected to close.

The documents related to this financing are the authorizing resolution, the original Master Equipment Lease/Purchase Agreement, Equipment Schedule No. 27, and the Escrow and Account Control Agreement.

Those documents are summarized below:

Authorizing Resolution – The resolution provides authority to City staff to enter into Equipment Schedule No. 27, provided the final par of the equipment lease is within the identified not-to-exceed amount in the resolution.

Master Equipment Lease/Purchase Agreement – this agreement was approved by the City Council back in 2014. The terms of this document are not changing, but this agreement governs the terms underlying all of the City's outstanding Equipment Schedules with Banc of America.

Schedule of Property No. 27 – This document identifies the specific terms for the financing of two fire engines. This document identifies the specific amortization schedule, interest rate, and prepayment provisions for this equipment lease. The blanks in this document will be filled in prior the item going before City Council.

Escrow and Account Control Agreement – This agreement between the City, Banc of America and Computershare Trust Company, N.A, ("Escrow Agent") outlines the process by which the Escrow Agent will disburse the funds from the escrow to the City to reimburse the City for costs associated with the purchase of the vehicles and for costs associated with entering into the equipment lease.

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 useful life of the equipment rather than fronting the cost. Based on the locked, fixed 10-year interest rate of 3.814% for the financing, there will be $215,000 combined principal and interest payments every 6 months from the first payment on June 1, 2023, through the final maturity of June 1, 2032. Total cost on a fiscal year basis will be $430,000 per year for fiscal years 2023-24 through 2031-32.

The FY 2022-23 Adopted Budget includes an estimated first lease payment of $200,000 for the ladder truck and $100,000 for the command vehicles (combined $300,000). The actual first lease payment on June 1, 2032, is expected to be approximately $215,000.

The total cost of the equipment is $3,372,782 plus estimated financing closing costs of $47, 218 for a combined total of $3,420,000. Staff is requesting an authorization for a Not To Exceed amount of $3,450,000 to allow for any unforeseen additional costs related to the equipment purchase or financing costs. However, no additional costs are expected.

Additional annual payments for the Equipment under the lease purchase will be included in future budget requests. Additional details regarding the financial impact of Equipment Schedule No. 27 are included in the Good Faith Estimates provided below.

Good Faith Estimates

The good faith estimates set forth herein are provided with respect to Equipment Schedule No. 27 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 November 3, 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. 27 is $3,420,000, (the "Estimated Principal Amount").

True Interest Cost of Equipment Schedule No. 27. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 27, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of Equipment Schedule No. 27 is 3.814%.

Finance Charge of Equipment Schedule No. 27. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 27, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for Equipment Schedule No. 27, which means the sum of all fees and charges paid to third parties (or costs associated with Equipment Schedule No. 27), is $47,218.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 27, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the City for Equipment Schedule No. 27 is $3,372,782.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of Equipment Schedule No. 27, and based on market interest rates prevailing at the time of preparation of such estimate, their 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. 27 is $4,088,997, which excludes any reserves or capitalized interest paid or funded with proceeds of Equipment Schedule No. 27 (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of November 3, 2022, and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of Equipment Schedule No. 27, 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. 27 being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Equipment Schedule No. 27 being different from the Estimated Principal Amount, (c) the actual amortization of Equipment Schedule No. 27 being different than the amortization assumed for purposes of such estimates, (d) the actual interest rates at the time of funding of Equipment Schedule No. 27 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. 27 and the actual principal amount of Equipment Schedule No. 27 will be determined by the City based on the timing of the need for proceeds of the Equipment Schedule No. 27 and other factors. The actual interest rates borne by Equipment Schedule No. 27 will depend on interest rates at the time of closing thereof. The actual amortization of Equipment Schedule No. 27 will also depend, in part, on 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 - Eqpt Schedule No. 27
2. Oxnard A7667-Master Lease Agreement
3. Schedule of Property - Eqpt Schedule No. 27

4. Escrow Agreement - Eqpt Schedule No. 27
5. Presentation - Eqpt Schedule No. 27

RESOLUTION NO. _______

AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD, CALIFORNIA, AUTHORIZING THE PURCHASE OF CERTAIN EQUIPMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF SCHEDULE(S) OF PROPERTY TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF THAT 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 *"City Council"*) has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed $3,450,000 and consists of a ladder fire truck and the purchase and subsequent upfitting of chassis for battalion chief command vehicles, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the *"Equipment"*) on the terms herein provided;

WHEREAS, the City has received a quote from South Coast Emergency Fire Equipment for the purchase of the ladder fire truck in the amount of [$1,900,000];

WHEREAS, the City has previously spent $419,673.90 on the purchase of eight (8) battalion chief command vehicles chassis through National Auto Fleet;

WHEREAS, the City has received a quote from 911 Vehicle (through National Auto Fleet Group) for the upfitting of eight (8) battalion chief command vehicles chassis in the amount of [$1,053,108.00];

WHEREAS, the City Council has previously approved a resolution on October 4, 2022, detailing the City's intention to use proceeds of tax exempt indebtedness to reimburse the City for certain capital expenditures in connection with the Equipment prior to the issuance of one or more series of tax-exempt obligations;

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 City Council 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 City Council 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. Authorization to Purchase and Prepay. The Mayor, City Manager, or Chief Financial Officer are hereby authorized to execute a purchase order with South Coast Emergency Fire Equipment in the amount of [$1,900,000.00] for the prepayment and purchase of the ladder fire truck. In addition, the Mayor, City Manager, or Chief Financial Officer are hereby authorized to execute a purchase order with 911 Vehicle in the amount of [$1,053,108] for the upfitting of eight (8) battalion chief command vehicles chassis.

Section 2. 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 City Council at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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 9. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 20th day of December, 2022.

City of Oxnard, CA
as lessee

[SEAL]

By:________________________________
Printed Name: John C. Zaragoza
Title: Mayor

ATTEST:

By:________________________________
Printed: Name: Rose Chaparro
Title: City Clerk

APPROVED AS TO FORM:

By:________________________________
Printed: Name: Stephen Fischer
Title: City Attorney

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 December 20, 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:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: Bridgett Arnold
Name: Bridgett Arnold
Title: Authorized Agent

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett
Fax No.: ____________________

By: ____________________
Name: ____________________
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:
Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: ______________________________

Name: ______________________________

Title: ______________________________

LESSEE:
City of Oxnard, California
300 West Third Street, Suite 302
Oxnard, California 93030
Attention: Rena Bassett
Fax No.: ______________________________

By: Carmen Ramirez

Name: Carmen Ramirez,

Title: Mayor Pro Tem

(Seal)

Attest:

By: James Cameron

Name: James Cameron

Title: Chief Financial Officer

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

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:	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
	EXHIBIT ONLY-DO NOT EXECUTE
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-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
____________________	____________________	____________________
____________________	____________________	____________________
____________________	____________________	____________________

EXHIBIT ONLY-DO NOT EXECUTE

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: ____________________________

SCHEDULE OF PROPERTY NO. 27

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 Escrow Account created under the Acquisition Fund Agreement.

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

c. The Acquisition Fund Custodian shall be deemed Computershare Trust Company, N.A., a national banking association, as Escrow Agent under Escrow Agreement, dated as of ___________________________ by and among Lessor, Lessee and Computershare Trust Company,

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

(8) Eight Battalion Chief Vehicles, Battalion Chief Vehicle chassis and upfitting and (1) One Ladder Truck 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 ______________________________________; (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. 27, 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. 27.

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 (10) Ten 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 3.814%.

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, 11th 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: Rovee Oera
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	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 0.00%.

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: ______________________________

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 Computershare Trust Company, N.A., a national banking association organized under the laws of the United States (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. The Parties acknowledge that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under the Lease, that all references in this Agreement to the Lease are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

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 27" (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. Following execution hereof, the Acquisition Amount of $______________________in immediately available funds shall be wired by the Lessor to the Escrow Agent in order to be deposited and held in the Escrow Account.

(b) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Account and any investment income thereon as set forth in Exhibit B hereto or as set forth in any subsequent written instruction signed by Lessee. All funds invested by Escrow Agent at the direction of Lessee shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any additional cash is received by the Escrow Agent for the Escrow Account after the cut-off time for the designated investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee designating an 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 earned 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. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. Lessee acknowledges that the Escrow Agent is not providing investment supervision, recommendations, or advice. Lessee agrees that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. No investment statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The parties may obtain confirmations at no additional cost upon its written request.

(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 deposit into the Escrow Account any 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) Lessor and Lessee each respectively represent and warrant that each person signing this Agreement are duly authorized and has legal capacity to execute and deliver this Escrow Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by the Parties to this Agreement. 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's conduct is determined to be gross negligence or willful misconduct with regard to its duties hereunder, to the extent permitted by law, 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 gross negligence or 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. The Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Agreement. This Agreement sets forth all matters pertinent to the Escrow Account contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Agreement or the Lease. The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as duties. No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

(l) The Escrow Agent shall not be liable, directly or indirectly, for any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have resulted from the Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect, punitive, or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

(m) Lessor and Lessee are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Lessor or Lessee, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Account escheat by operation of law.

(n) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by Lessee on the date hereof. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Agreement, or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) calendar days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law.

(o) In the event that any Acquisition Amount shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Acquisition Amount, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. The Escrow Agent shall further have no obligation to pursue any action that is not in accordance with applicable law.

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-1 Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Escrow Agent shall confirm each funds transfer instruction received in the name of a Lessee or Lessor by means of the security procedure selected by such Lessor and Lessee respectively and communicated to the Escrow Agent through a signed certificate in the form of Exhibit A-1 or Exhibit A-2 attached hereto, which upon receipt by the Escrow Agent shall become a part of this Agreement. Once delivered to the Escrow Agent, Exhibit A-1 or Exhibit A-2 may be revised or rescinded only by a writing signed by an authorized representative of the Lessor or Lessee. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit A-1 or A-2 or a rescission of an existing Exhibit A-1 or A-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Lessor and Lessee under this Agreement. Lessor and Lessee understand that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Party may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

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. Absent gross negligence or willful misconduct on the part of the Escrow Agent, the Escrow Agent shall not be liable for any action taken or not taken by it in accordance with an executed Disbursement Request.

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 notified or 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. <u>Information Required Under USA PATRIOT ACT.</u> 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, provided however, the Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. 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	Computershare Trust Company, N.A. CTSO Mail Operations Attn: Christine Magnuson, Corporate Trust Services MAC: N9300-070 600 South 4th Street, 7th Floor Minneapolis, MN 55415 Telephone: (612) 667-6759 E-mail: christine.magnuson@computershare.com

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. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY LITIGATION, ACTION, PROCEEDING IN ANY COURT ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

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. The Parties and Escrow Agent represent and warrant that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement shall be binding on and inure to the

benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent. 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.

15. The failure of any party to this Agreement to any time or times to require performance of any provision under this Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Agreement.

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

Banc of America Public Capital Corp as Lessor	City of Oxnard, California as Lessee
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

Computershare Trust Company, N.A.,
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:

EXHIBIT A-1

City of Oxnard ("Lessee") certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit A-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Lessee, and that the option checked in Part III of this Exhibit A-1 is the security procedure selected by Lessee for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Lessee.

Lessee has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit A-1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit A-1, Lessee acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Lessee.

NOTICE: The security procedure selected by Lessee will not be used to detect errors in the funds transfer instructions given by Lessee. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Lessee take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Lessee

Name	Title	Telephone Number	E-mail Address	Specimen Signature
___________	___________	_________________	______________	_________________
____________	___________	_________________	______________	________________
_____________	___________	_________________	______________	___________________

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone Number	E-mail Address
____________________	_________________	_________________	____________
____________________	_________________	_________________	_____________
____________________	_________________	_________________	_____________

Part III

<u>Means for delivery of instructions and/or confirmations</u>

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ *<u>Option 1. Confirmation by telephone call-back</u>*. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit A-1.
☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

☐ *<u>Option 2. Confirmation by e-mail</u>*. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit A-1. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit A-1. Lessee understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Lessee further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.
☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

☐ *<u>Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation</u>*. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If ["___________"] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If ["___________"] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

☐ *<u>Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation</u>*. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of ___________, 20__.

By ____
Name:
Title:

EXHIBIT A-2

Banc of America Public Capital Corp ("Lessor") certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit A-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Lessor, and that the option checked in Part III of this Exhibit A-2 is the security procedure selected by Lessor for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Lessor.

Lessor has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit A-2 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit A-2, Lessor acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Lessor.

NOTICE: The security procedure selected by Lessor will not be used to detect errors in the funds transfer instructions given by Lessor. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Lessor take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Lessor

Name	Title	Telephone Number	E-mail Address	Specimen Signature
___________	__________	_____________	_____________	______________________
___________	__________	_____________	_____________	______________________
___________	__________	_____________	_____________	______________________

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone Number	E-mail Address
__________________	________________	________________	____________
___________________	________________	________________	_____________
___________________	________________	________________	____________

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ *Option 1. Confirmation by telephone call-back*. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit A-2.
☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

☐ *Option 2. Confirmation by e-mail*. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit A-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit A-2. Lessor understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Lessor further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.
☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

☐ **Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation*. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If ["___________"] wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If ["___________"] chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

☐ **Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation*. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of ___________, 20__.

By ____
Name:
Title:

EXHIBIT B

Investment Direction to be attached.

EXHIBIT C

FEES OF ESCROW AGENT

Corporate Trust Services Schedule of fees to provide escrow agent services

City of Oxnard

Equipment Lease Schedule No. 27
(Ladder Truck and Command Vehicles)

PRESENTATION TO FINANCE & GOVERNANCE COMMITTEE

NOVEMBER 22, 2022

NHA ADVISORS
Financial & Policy Strategies. Delivered.

CITY OF OXNARD CALIFORNIA

Recommendation

That the Finance and Governance Committee recommend that the City Council adopt a resolution:

1. Authorizing the purchase of certain equipment and the execution and delivery of Equipment Schedule No. 27 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed $3,450,000 for a ladder fire truck and the purchase and subsequent upfitting of chassis for battalion chief command vehicles;
2. Authorizing the execution and delivery of other documents required in connection therewith; and
3. Authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution.

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Background and Vehicle Needs

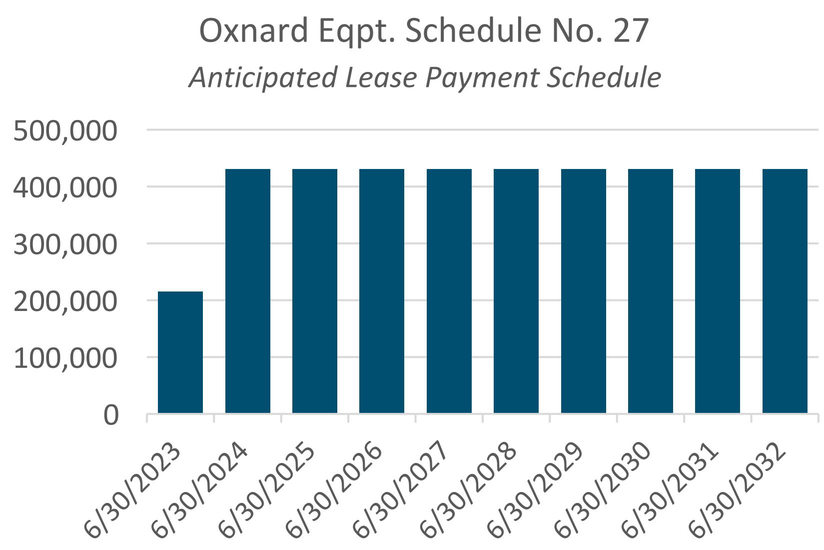
- Oxnard Fire Department needs eight (8) new fire battalion chief command vehicles and a new aerial ladder fire truck
  - Eight Ford F-350 chassis for the command vehicles were ordered from National Auto Fleet in late 2021, were delivered and City paid $419,674 in summer 2022
  - Eight chassis will be upfitted and equipped by 911 Vehicles through National Auto Fleet Group for $1,053,108
  - Ladder truck to be purchased from South Coast Emergency Fire Equipment for approximately $1,900,000
- Total cost of equipment expected to be just under $3.4 million
- City staff utilizing strategies to minimize purchase price of ladder truck
  - Purchasing ladder truck prior to 3% manufacturer cost increase (saves approximately $57,000) and prepaying for ladder truck (saves approximately $48,000)
  - Total $105,000 reduction in purchase price through these strategies

Example of a fire battalion chief command vehicle

Example of one of the City's previous ladder trucks

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. 27; will have a 10-year term (final payment 6/1/2032)
  - Amount borrowed expected to be $3.42 million
- Locked, fixed 10-year interest rate of 3.814%
  - Semi-Annual debt service payments of $215K (annual payments of $430K)
  - First payment of $215K due June 1, 2023
    - $300K total budgeted amount for FY 2022-23



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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. 27

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. 27

- Identifies terms related to specific equipment financing
- Includes the amortization/repayment schedule and prepayment terms

Escrow and Account Control Agreement

- Agreement between the City, Bank of America, and Escrow Agent (Computershare Trust Company) governing the process by which funds are withdrawn from the escrow to pay for the equipment

Anticipated Timing for Equipment Lease

September 2022:

Lock Interest Rate

November 22, 2022:

Finance Governance Committee Considers Equipment Lease

Mid-Late November:
Finalize Size and structure of the Equipment Lease

December 20, 2022:

City Council considers Equipment Lease

Mid January 2023:

Closing and funding of equipment lease

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Questions?

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5

DATE: November 22, 2022

TO: Finance & Governance Committee

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

SUBJECT: Update on the Corrective Action Plan (CAP) for Closing Past audit Findings (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee receive an update on the City's Corrective Action Plan (CAP) for closing past audit findings and recommend staff forward the presentation to City Council.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/oZ9PFs5BbM8

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ended June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature. For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remain unresolved, and there are no material weaknesses. Below is a table summarizing audit finding history.

History of Findings by Fiscal Year	A # of New Finding	B # of Repeat Findings	C = (A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184

FY 2020-21	1	1	186

In order to correct the various accounting and financial management audit findings, the City was required to produce a Corrective Action Plan, or CAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance and Governance Committee, and to City Council, every six months.

DISCUSSION

As reported in our last update to the Finance and Governance Committee in May 2022 (and later to City Council), only three findings remain outstanding, the one new finding identified in the FY 20-21 audit related to the CDBG HUD findings, and two prior audit findings related to the Indirect Cost Allocation Plan Update and to the Information Technology General Controls.

We have continued to make progress on the corrective actions for all three findings. We anticipate that the corrective actions will be complete for the CDBG HUD finding and the Indirect Cost Allocation Plan Update and will be ready to be tested during the Single Audit in January 2023. The City Council will continue to receive updates on the IT General Controls finding through separate confidential reports.

The audit of the City’s Fiscal Year 2021-22 financial statements is currently being conducted by the City's independent auditor, Eadie +Payne, and following the completion of its audit, the Single Audit will begin in January 2023. During staff’s next update - approximately six months from now - the City expects to have results of Eadie + Payne’s financial statement audit and any testing on completed corrective actions.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

1. Presentation on Corrective Action Plan

UPDATE ON THE CORRECTIVE ACTION PLAN

Presentation to Finance and Governance Committee

Betsy George, Chief Financial Officer
Jennifer Hiraoka, Senior Manager Internal Controls

November 22, 2022

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That Finance & Governance Committee receive the update on the Corrective Action Plan (CAP) for closing past audit findings and recommend staff forward the presentation to City Council.

AGENDA

- Status of Corrective Action Plan
- Continued progress

CAP STATUS DEFINITIONS

Complete – Auditors have tested and determined that corrective action for the finding has been effectively implemented

To Be Tested – Policies and Procedures (P&P) approved (if applicable), training completed and corrective action ready for auditors to test during the next single audit

P&P Draft – P&P drafted but not yet approved by CFO and/or training not yet provided.

In Progress – Staff has taken steps towards implementation, but not yet drafted P&P or completed training

Not Started – Staff has not initiated mitigations, implemented resolutions or provided training

Passed/No Longer Required – Staff disagrees with the finding and/or auditors have determined corrective action is no longer required

CORRECTIVE ACTION PLAN STATUS THROUGH OCTOBER 2021

FINDINGS STATUS (2015-2020) (as of October '21)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non-Compliance	Best Practice	TOTAL
TOTAL Findings	**72**	**76**	**17**	**19**	**184**
Repeat Findings	*(7)*	*(11)*	*(4)*	*(4)*	*(26)*
TOTAL Unique Findings	**65**	**65**	**13**	**15**	**158**
COMPLETE	63	57	7	12	139
Passed / No Longer Required	2	3	6	3	14
TO BE TESTED	0	3	0	0	3
P&P DRAFT	0	0	0	0	0
IN PROGRESS	0	2	0	0	2
NOT STARTED	0	0	0	0	0
TOTAL Unresolved Unique Findings	**0**	**5**	**0**	**0**	**5**

AUDIT FINDINGS CLEARED DURING JANUARY 2022

The three (3) findings tested and cleared:

- Lease Agreements [Finance Department]: Develop a process to identify and evaluate lease agreements
- Pension Plans [Human Resources Department-Payroll]: Develop and implement a process to review the CalPERS and PARS census data used in pension plan valuation
- Notes Receivable [Housing Department]: Develop and implement policies and procedures to collect payments from developers based on residual revenues

FY 2021 SINGLE AUDIT RESULTED IN ONE ADDITIONAL FINDING, 2 PREVIOUS FINDINGS REMAIN UNRESOLVED – NO MATERIAL WEAKNESSES

FINDINGS STATUS (2015-2021) (as of October '22)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non-Compliance	Best Practice	TOTAL
TOTAL Findings	72	78	17	19	186
Repeat Findings	*(7)*	*(12)*	*(4)*	*(4)*	*(27)*
TOTAL Unique Findings	65	66	13	15	159
COMPLETE	63	60	7	12	142
Passed / No Longer Required	2	3	6	3	14
TO BE TESTED	0	0	0	0	0
P&P DRAFT	0	0	0	0	0
IN PROGRESS	0	3	0	0	3
NOT STARTED	0	0	0	0	0
TOTAL Unresolved Findings	0	3	0	0	3

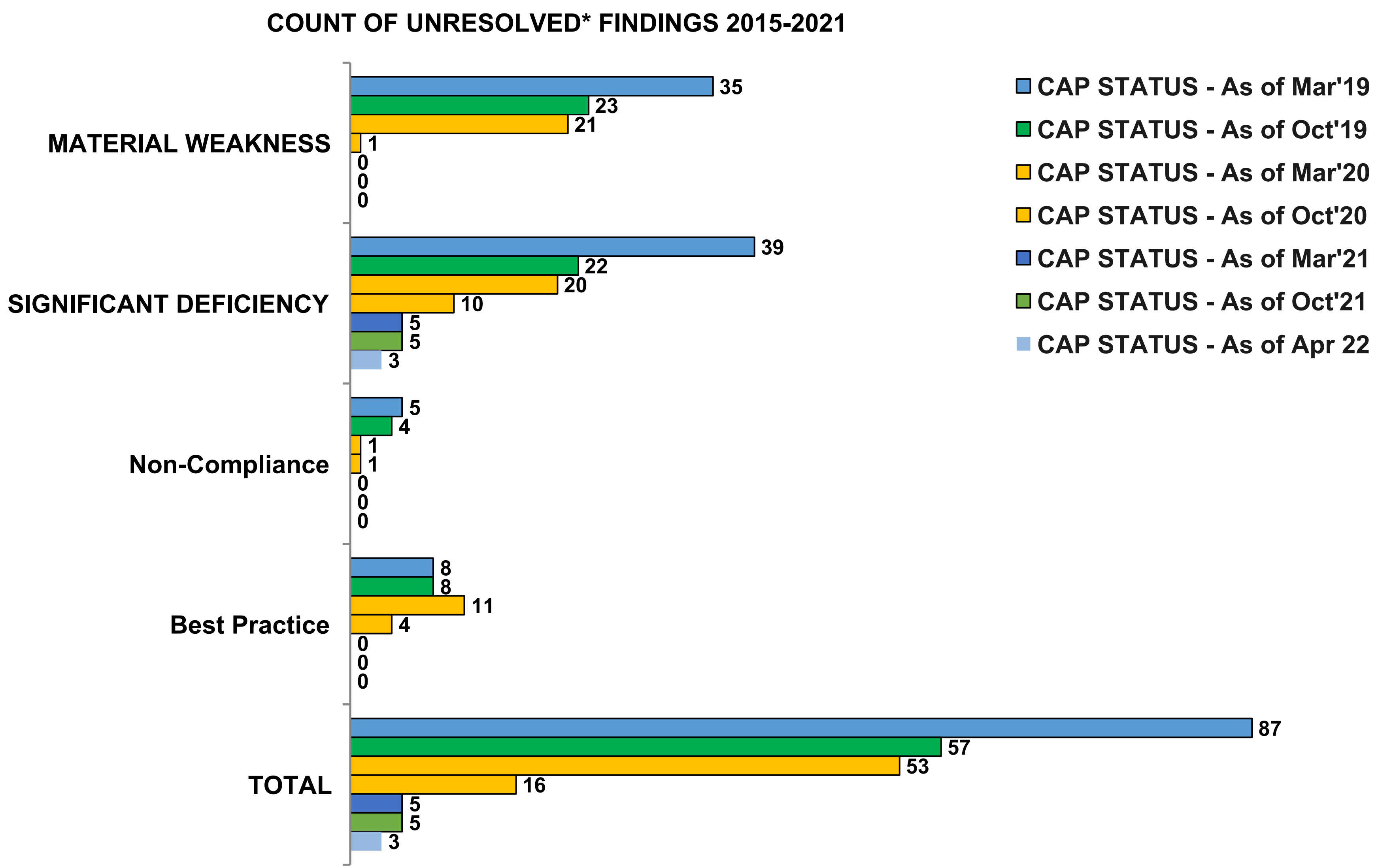
The three (3) outstanding remaining findings:

FY 20-21 Audit Finding:

- CDBG HUD Findings [Housing Department] – awaiting response from HUD that the City's corrective actions are complete

Prior Audit Findings:

- Update to Indirect Cost Allocation Plan [Finance Department] – remain on track to implement new cost allocation plan with FY23-24 budget
- Information Technology (IT) General Controls [IT Department] – City Council continues to receive updates via separate confidential reports



*Includes all unique findings excluding "Complete" or "Passed/No Longer Required" status

- The City's new financial system (Munis ERP) went live on October 13, 2022
  - Policies and procedures are being revised to reflect enhanced processes and controls
- Financial reporting and accounting risk assessment process has been developed and is being implemented
- City's commitment to implementation of stronger internal controls and the stability of the City's management team were critical components of Oxnard's 5th S&P credit rating upgrade in the last 12 months
- The General Accounting team will receive training on Generally Accepted Accounting Principles (GAAP) updates in preparation for the FY 22-23 financial reporting cycle

Questions?