

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF CHULA VISTA, AUTHORIZING THE EXECUTION AND DELIVERY OF EQUIPMENT SCHEDULE NO. 02 TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP. FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EMERGENCY AMBULANCE TRANSPORT EQUIPMENT (TO INCLUDE AMBULANCES, GURNEYS, RADIO EQUIPMENT, AND CARDIAC MONITOR EQUIPMENT) FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; 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 ALL IN FINAL FORMS APPROVED BY THE CITY ATTORNEY

WHEREAS, the City of Chula Vista (the "*Lessee*"), a municipal corporation and charter city duly organized and existing under a charter pursuant to which the City has the right and power to make and enforce all laws and regulations in respect to municipal affairs and certain other matters in accordance with and as more particularly provided in Section 3, 5 and 7 of Article XI of the Constitution of the State of California, is authorized by the laws of the State of California and its Charter 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 City Council of the Lessee (the "*City Council*") has determined that a need exists for the acquisition, financing and leasing of certain equipment consisting of medix ambulance, emergency radios and accessories, power gurney system and cardiac monitor and defibrillator and automatic CPR devices, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Schedule No. 02 (the "*Equipment Schedule*") 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 July 28, 2020, 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 RESOLVED by the City Council of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of Equipment Schedule No. 02. and the Payment Schedule to the Equipment Schedule, attached thereto), 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 2. Approval of Documents. The form, terms and provisions of the Equipment Schedule and the form of Payment Schedule, attached thereto, are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Manager of the Lessee or the City Attorney of the Lessee (the “*Authorized Officials*”) executing the same, the execution of such documents being conclusive evidence of such approval; and the City Manager of the Lessee is hereby authorized and directed to execute, the City Clerk of the Lessee is hereby authorized and directed to attest and the City Attorney of the Lessee is hereby authorized and directed to approve as to form, the Equipment Schedule and any related Exhibits attached thereto and to deliver the Equipment Schedule (including such Exhibits) to the respective parties thereto. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the City Council of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$10,000,000 (\$4,493,100.00 for Equipment Schedule No. 02); (b) the maximum term of the Equipment Schedule shall not exceed six years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under the Equipment Schedule shall not exceed the lesser of the maximum rate permitted by law or 2.0% per annum. The Authorized Officials may sign and deliver the Equipment Schedule to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of one year from the date hereof during which the Authorized Officials are authorized to sign and deliver the Equipment Schedule pursuant to the Agreement on the terms and conditions herein provided.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Equipment Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificate, Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Equipment Schedule and 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 Equipment Schedule and the Agreement.

Section 4. No General Liability. Nothing contained in this Resolution, the Equipment Schedule, the Agreement, any 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 Equipment Schedule, the Agreement, any 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 Equipment Schedule entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The City Manager and Director of Finance of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Equipment Schedule and related Escrow Agreement until such time as the City Council of the Lessee shall designate any other or different authorized representative for purposes of the Equipment Schedule and any Escrow Agreement.

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

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

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

Presented By:

Approved as to Form By:

David Bilby
Director of Finance

Glen R. Googins
City Attorney