



Moraga-Orinda Fire District

Board of Directors

REGULAR MEETING
April 20, 2016
7:00 P.M.

PLEASE NOTE NEW MEETING ADDRESS:

Moraga Library Community Room
1500 Saint Mary's Road
Moraga, CA 94556

1. OPENING CEREMONIES
 - 1.1. Call the meeting to Order
 - 1.2. Roll Call
 - 1.3. Core Values – Service, Honor, Integrity
2. RECONVENE THE MEETING
 - 2.1. Call the meeting to Order
 - 2.2. Pledge of Allegiance
3. REPORT OF CLOSED SESSION ACTION
4. PUBLIC COMMENT

The public is invited to speak on any matter not appearing on the agenda, and within the subject matter jurisdiction of the District. Comments should be limited to three minutes. Please state your name and address for the record.
5. CONSENT AGENDA
 - 5.1. **Meeting Minutes – April 6, 2016**
Meeting Minutes – April 13, 2016
Staff Recommendation: Receive and File
 - 5.2. **Monthly Incident Reports – March 2016**
Staff Recommendation: Receive and File
 - 5.3. **Monthly Financial Reports – March 2016**
Staff Recommendation: Receive and File
 - 5.4. **Approval of Payment for Dispatching and Communications Services**
Staff Recommendation: 1) Review; 2) Discuss; 3) Approve payment to Contra Costa County Fire Protection District for dispatching and communications services in the amount of \$169,176
6. REGULAR CALENDAR
 - 6.1. **Comprehensive Annual Financial Report Award for the Fiscal Year Ended June 30, 2015**
Staff will present information to the Board regarding the GFOA Certificate of Achievement for Excellence in Financial Reporting that was awarded to the District.
Staff Recommendation: 1) Review; 2) Discuss; 3) Receive the Certificate of Achievement for Excellence in Financial Reporting
 - 6.2. **Approve the JP Morgan Chase 15-year/4-year Call Proposal and Adopt Resolution No. 16-07 Approving the Forms of and Authorizing the Execution and Delivery of a Site Lease and a Lease/Purchase Agreement and Authorizing Related Matters**
Staff will present information to the Board regarding lease financing for the Station 43 Project.

Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Approve the JP Morgan Chase 15-year/4-year call proposal; 4) Adopt Resolution No. 16-07 Approving the Forms of and Authorizing the Execution and Delivery of a Site Lease and a Lease/Purchase Agreement and Authorizing Related Matters

6.3. **Regular Board Meetings Locations**

Staff will present information to the Board regarding Board meeting location options.

Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Provide Direction to Staff

6.4. **Lorinda Lane Grant of Trail Easement to the City of Lafayette, CA for the Benefit of the General Public**

Staff will present information to the Board regarding the Lorinda Lane Trail Easement.

Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Authorize staff to execute completion of the easement as described in the attachment

7. COMMITTEE REPORTS

7.1. **Finance Committee (*Directors Barber & Weil*)**

8. ANNOUNCEMENTS

8.1. **Brief information only reports related to meetings attended by a Director at District expense**
(Government Code Section 53232.3(d))

8.2. **Questions and informational comments from Board members and Staff**

8.3. **District Updates – March 2016**

9. ADJOURNMENT

The Moraga-Orinda Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District Board meetings due to a disability, to please contact the District Chief's office, (925) 258-4599, at least one business day prior to the scheduled District Board meeting to ensure that we may assist you.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Moraga-Orinda Fire District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspections at 1280 Moraga Way, Moraga, during normal business hours.

I hereby certify that this agenda in its entirety was posted on April 15, 2016, at the Moraga and Orinda Fire Administration offices, Stations 41, 42, 43, 44, and 45. Agenda provided to the Moraga Town Office (Hacienda) and Orinda City Hall.



Grace Santos, District Clerk



Moraga-Orinda Fire Protection District

BOARD OF DIRECTORS REGULAR BOARD MEETING MINUTES

April 6, 2016

1. Opening Ceremonies

The Board of Directors convened in Open Session at 7:03 P.M. on April 6, 2016 in the Sarge Littlehale Conference Room, 22 Orinda Way, Orinda, California. Director Barber was absent. President Anderson called the meeting to order.

Present were the following Directors and Staff:

Director Anderson
Director Evans
Director Famulener

Director Weil
Stephen Healy, Fire Chief
Grace Santos, District Clerk

Jerry Lee, Battalion Chief
Brian Oliver, Captain

2. Public Comment

There were no comments.

6.3 Noteworthy Incident

President Anderson moved this item forward to discuss first.

On Thursday, March 3, 2016, at approximately 1:00 am, MOFD Station 41 was dispatched to assist a 60 year-old male who was having difficulty breathing in Moraga. Upon arrival, Medic-41 and Engine-41 found the patient's wife in the doorway of the home, frantically waving them in. They found the patient sitting on the floor of the second story bedroom, atop a winding staircase, in a poorly lighted bedroom. Firefighter-Paramedic Andrew Leach was the primary patient care person on the call, along with Firefighter-Paramedic David Iman (his partner on Medic-41).

The crew of Engine-41 was Captain Mike Rattary, Engineer-Paramedic Dan Johansen, Firefighter Mark DeWeese and Firefighter-Paramedic Andrew Hess. When the cardiac monitor was placed on the patient, it was determined that he was in a life-threatening tachycardic rhythm, known as Ventricular Tachycardia. The patient's heart rate was 220 beats per minute and his condition required immediate advanced care.

Quick treatment included an intravenous solution, an Amiodarone drip (to convert the rhythm), placement of defibrillation patches, oxygen, and monitoring of vital signs. Moving the patient down the stairwell was difficult. The wife and daughter were frantic, and keeping a calm environment was challenging.

While en route to the hospital, the patient's rhythm changed to ventricular fibrillation. He was quickly defibrillated, and converted to having a stable rhythm. Firefighters Leach, Iman, and Hess checked back in on the patient later that night, and he was awake, talking, and relaxing.

Firefighter DeWeese introduced Matt Scanlan. Mr. Scanlan briefly described the events of the night and reviewed the tremendous job that the MOFD Station 41 firefighters did to save his life.

3. Consent Agenda

Motion by Director Evans and seconded by Director Weil to receive and file Items 3.1 – Meeting Minutes and 3.2 – Monthly Check/Voucher Register. Said motion carried a 3-0 roll-call vote (Ayes: Anderson, Evans and Weil; Absent: Barber; Abstain: Famulener).

4. Regular Calendar

4.1 Construction Management Agreement

On April 1, 2016, staff reached a tentative agreement with Stewart Enterprises II for

Construction Management of the Station-43 reconstruction project. This includes the management of the temporary Station-43 site.

Although the District was not required to formally bid for the services, staff conducted a formal bidding process. Four bids were received, and two bidders were interviewed. Stewart Enterprises II was selected. The proposed bid was \$176,860 (plus \$8,000 in reimbursable costs). If the construction phase of the project extends beyond one year, a budget adjustment may be required to complete the project. The rate for construction management during this additional time would remain at \$165 per hour.

Chief Healy introduced Steve Stewart who answered various questions from the Board. At the April 20, 2016 meeting, Chief Healy announced that he plans to ask the Board for a contingency dollar amount to add into the working spreadsheet. During the refreshing of architectural drawings, Chief Healy asked the architect to include plumbing conduit space for solar panels in case the district decides to install them in the future. Chief Healy will ask for an additional \$50K to buy the solar panels and install them.

Motion by Director Evans and seconded by Director Weil to authorize staff to execute a Construction Management Agreement for the Station-43 Project. Said motion carried a unanimous 4-0 roll-call vote (Ayes: Anderson, Evans, Famulener and Weil; Absent: Barber).

4.2 Temporary Station Agreement

On March 22, 2016, staff reached a tentative lease agreement with St. Stephen's Episcopal Church, which will allow a temporary fire station (43) on their site.

The general terms of the agreement are as follows:

- MOFD will occupy the northwest corner of the upper parking lot with a temporary fire station facility from approximately August 2016 through October 2017.
- MOFD will pay \$1000 per month rent and its fair share of utilities
- MOFD will pay to repave the upper parking lot (half of which will be damaged by the site and apparatus) at a projected cost of \$40,472.
- As a requirement for the project, MOFD will provide a shuttle service to accommodate for the 15 parking spaces that will be lost during the lease. Dates are listed in the side letter of agreement with the church (attached to agreement).

There was a brief discussion between the Board members and staff regarding the cost and insurance requirements for a shuttle service. Staff will discuss the issues with District Counsel.

Motion by Director Weil and seconded by Director Famulener to authorize staff to execute lease agreement with St. Stephen's Episcopal Church. Said motion carried a unanimous 4-0 roll-call vote (Ayes: Anderson, Evans, Famulener and Weil; Absent: Barber).

4.3 Location of Regular Board Meetings

At the March 2, 2016 Board meeting, the Board directed staff to place this item on the agenda to allow the Board to discuss the location of future Board meetings. At the March 16, 2016 Board meeting, staff was directed to find a balance between meeting in Moraga and Orinda, to find a permanent meeting location (preferably without a stage), look at other locations, and bring back recommendations at the next meeting.

Staff looked into the following public facilities that may be available to the District that meet the ADA requirements of the Brown Act:

Orinda

- Orinda Union School District Board Room – 8 Altarinda Road
- Orinda Woods Hall – 501 Orinda Woods Drive
- Orinda Library Auditorium – 26 Orinda Way
- Sarge Littlehale Conference Room – 22 Orinda Way (next door to Orinda PD)

Moraga

- Moraga Library Community Room
- Hacienda de las Flores Mosaic Room
- Moraga Town Council Chambers
- Joaquin Moraga Auditorium – 1010 Camino Pablo
- Joaquin Moraga Library – 1010 Camino Pablo

After a brief discussion, the Board directed staff to reserve the Orinda Library Garden Room for the first board meeting of each month and the Moraga Hacienda Mosaic Room for the second board meeting of each month. Staff was directed to reserve the rooms and report to the Board at the next meeting on April 20, 2016.

5. Committee Reports

5.1 Finance Committee (*Directors Barber & Weil*)

There was nothing to report.

6. Announcements

6.1 Brief information only reports related to meetings attended by a Director at District expense

(Government Code Section 53232.3(d))

President Anderson and Director Weil attended the Contra Costa County Fire Commissioners Association meeting on March 17, 2016. Contra Costa County Fire Protection District's Fire Chief Jeff Carman gave a talk about Fire-Based Emergency Medical Service.

6.2 Questions and informational comments from Board members and Staff

Chief Healy noted for the record that Director Barber was out recovering from knee surgery.

7. Adjournment

At 8:15 P.M., President Anderson called for adjournment of the regular meeting.



Grace Santos
Secretary to the Board



Moraga-Orinda Fire Protection District

BOARD OF DIRECTORS SPECIAL BOARD MEETING MINUTES

April 13, 2016

1. Opening Ceremonies

The Board of Directors convened in Open Session at 6:30 P.M. on April 13, 2016 in the Orinda Library Gallery Room, 26 Orinda Way, Orinda, California. President Anderson called the meeting to order.

Present were the following Directors and Staff:

Director Anderson	Director Famulener	Gloriann Sasser, Admin Services Director
Director Barber	Director Weil	John Bakker, District Counsel
Director Evans	Stephen Healy, Fire Chief	Grace Santos, District Clerk

2. Public Comment

Don Tatzin, Lafayette City Council Member, offered to answer any questions that the Board had regarding the Closed Session item. MOFD Board members asked about the width and location of the easement, how the City of Lafayette plans to deal with potential parking issues, and vehicles driving into the private road. Mr. Tatzin stated that the easement is about 25 feet wide and is located on top of the existing easement for the road. He continued to explain that Lafayette has not had any problems with vehicles driving into or parking on private roads in the past, but if a problem arises, it will be dealt with on a case-by-case basis. The City of Lafayette can install parking signs on the public street leading to the private road if necessary.

The Board thanked Mr. Tatzin for answering their questions.

3. Closed Session

At 6:38 P.M., the Board adjourned into Closed Session.

4. Reconvene The Meeting

President Anderson reconvened the regular business meeting of the Moraga-Orinda Fire District Board of Directors at 7:28 P.M. Present were the following Directors and Staff:

Director Anderson	Director Famulener	Gloriann Sasser, Admin Services Director
Director Barber	Director Weil	John Bakker, District Counsel
Director Evans	Stephen Healy, Fire Chief	

5. Report of Closed Session Action

President Anderson reported that there was no reportable action taken during Closed Session on Item 3.1 – Conference with Real Property Negotiators.

6. Public Comment

There were no comments.

7. Adjournment

At 7:28 P.M., President Anderson called for adjournment of the special meeting.

A handwritten signature in blue ink that reads "Grace Santos".

Grace Santos
Secretary to the Board

MOFD Response Time Summary by Incident Type (grouped) for All Code 2 and Code 3 Responses.

Will only show Incident Types that are applicable. EMS/Rescue - Structure Fires (actual type is in structure) - Vegetation Fires - Other Types Grouped (Alarms/Hazards/Pub Svc/Etc) Data Based On Completed RMS Incident Report Data entered by Company Officer - Not based on Raw CAD Data...

	<i>March, 2016</i>				<i>Totals</i>
	Structure Fires	All Other Types	EMS / Rescue	Fire	
Incident Totals	2	107	187	1	297
Median Turnout	0.72	1.65	1.55	1.67	1.60
Median Resp Time	10.94	6.92	5.97	7.13	6.13
Resp Time (90th%)	20.95	11.18	11.47	12.37	11.50

Code 3 Response Time Summary by City and Incident Type. Times shown are based on the First Responding Units Arrival at Scene of Emergency.

		<i>March, 2016</i>			
		Incident Totals	Median Turnout	Median Resp Time	Resp Time (90th%)
Orinda	EMS / Rescue	63	1.52	5.17	8.30
	All Other Types	10	1.47	5.42	9.91
	Totals for City	73	1.52	5.17	9.70
Moraga	EMS / Rescue	54	1.48	4.17	6.60
	All Other Types	18	1.64	6.13	9.60
	Totals for City	72	1.53	4.58	7.75
Lafayette	EMS / Rescue	23	1.17	6.87	9.63
	Structure Fires	1	1.82	10.15	10.15
	All Other Types	5	1.63	8.12	8.87
	Totals for City	29	1.22	7.32	9.71
Overall Total		174	1.52	5.19	9.15

Response Totals By Incident Type

	Apr 15	May 15	Jun 15	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Total
All Others (Alarms / Pub Service / Etc.)	95	107	108	112	89	128	105	108	96	97	89	112	1,246
EMS / Rescue	138	149	146	158	148	187	155	163	162	154	121	154	1,835
Structure Fires	2	2	1	2	1	4	1	2	3	1	4	3	26
Technical Rescues			1	2	1				1				5
Veg Fires			4	9	6	1	1	1			1		23
Vehicle Accidents	16	10	14	25	18	10	14	17	26	10	8	28	196
Total	251	268	274	308	263	330	276	291	288	262	223	297	3,331

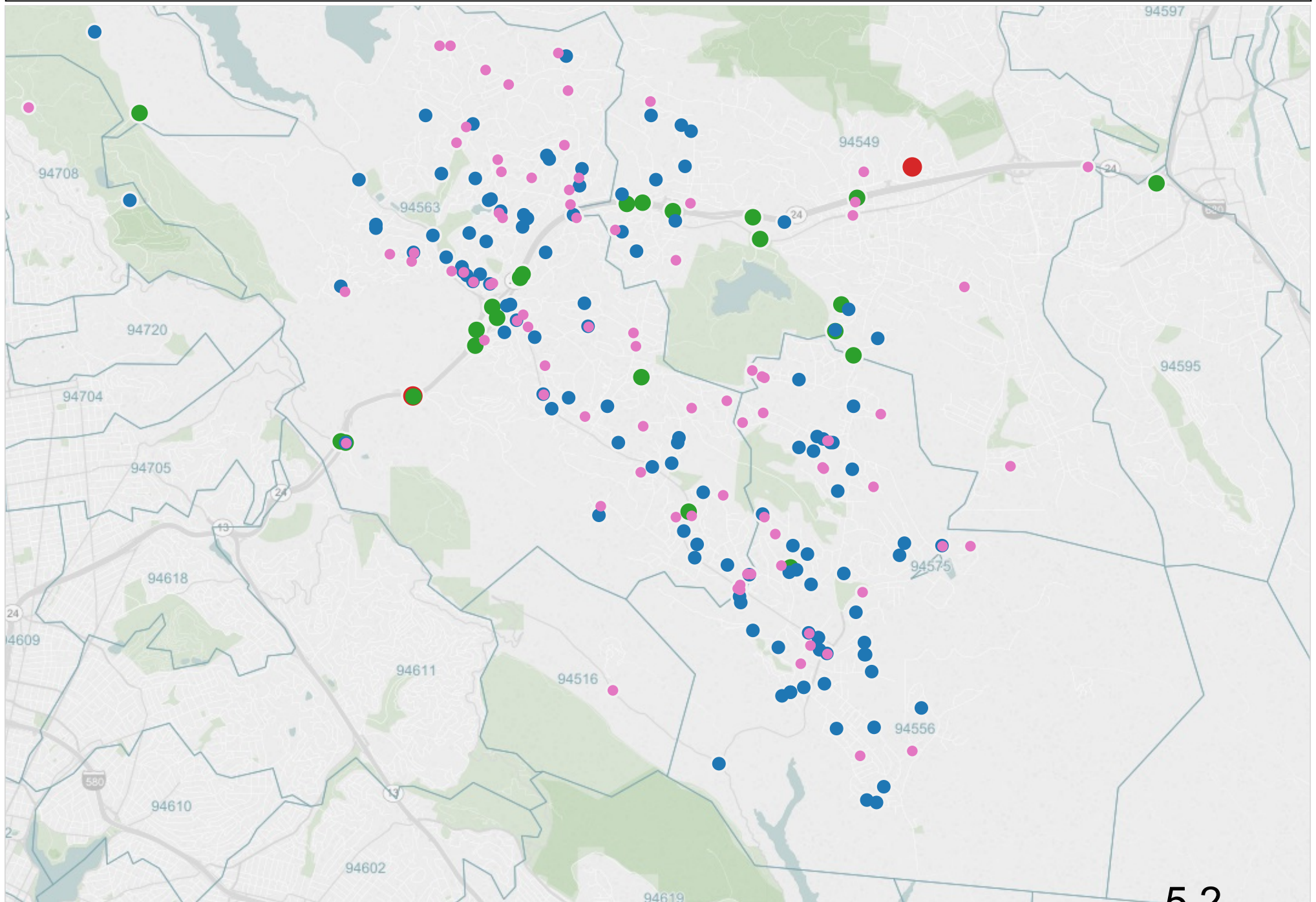
Incident Types

■ All Others (Alarms / Pub Service / Et.. ■ EMS / Rescue

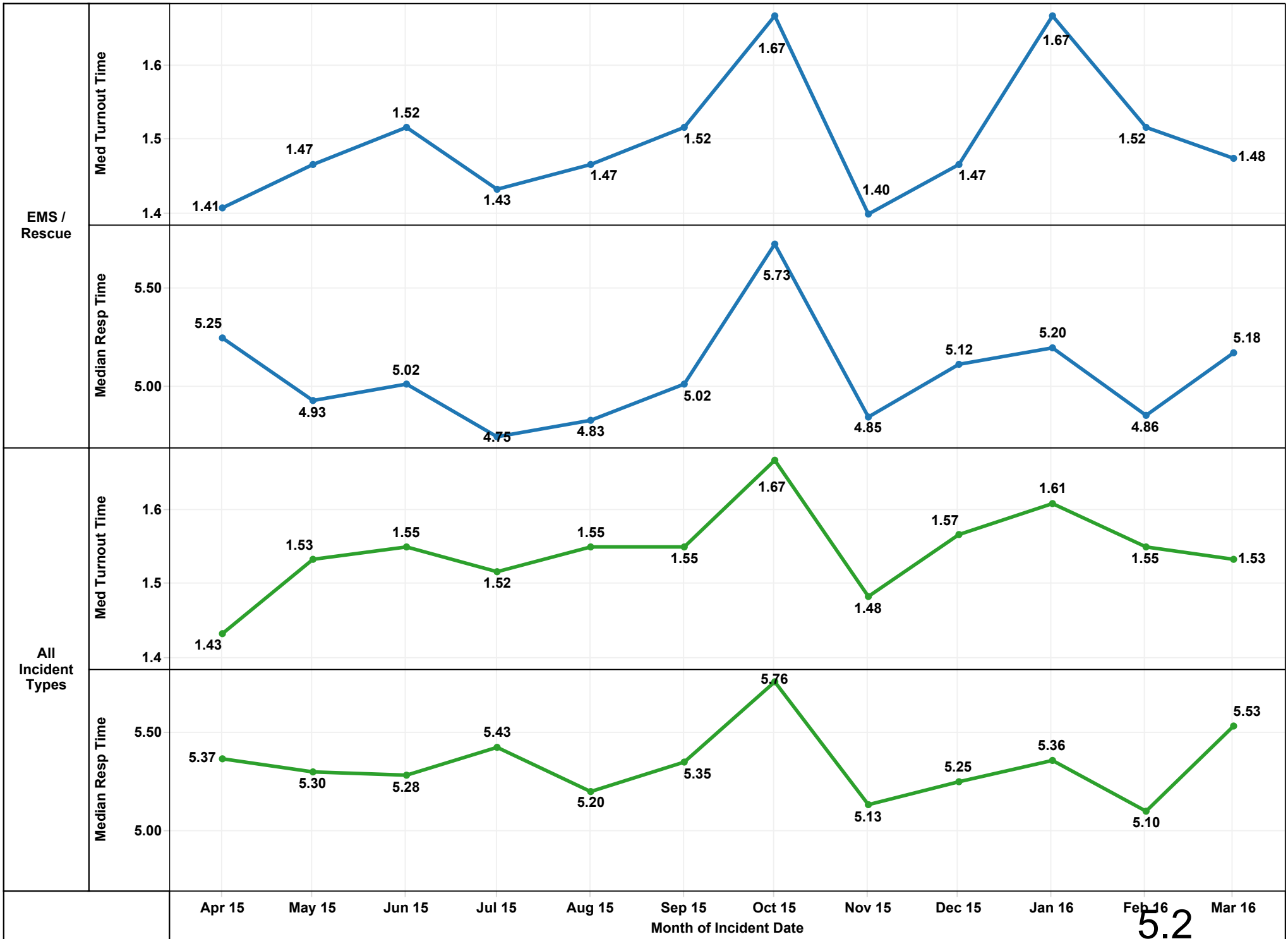
■ Vehicle Accidents

■ Structure Fires

Incident Location Map for MOFD March 2016



Run Chart for MOFD EMS / Rescue and All Incident Types for the last full 12 months. Median Turnout and Response Times By Month for First At Scene Units



5.2

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - Capital Projects Fund Actual to Budget-15/16
From 7/1/2015 Through 3/31/2016

		Current Period Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue					
Taxes					
Fire Flow Tax	4066	1,070,213.78	1,070,214.00	(0.22)	(0.00)%
Total Taxes		1,070,213.78	1,070,214.00	(0.22)	(0.00)%
Use of Money & Property					
Investment Earnings	4181	(423.48)	0.00	(423.48)	0.00%
Total Use of Money & Property		(423.48)	0.00	(423.48)	0.00%
Charges for Service					
Impact Mitigation Fees	4743	16,000.00	12,000.00	4,000.00	33.33%
Total Charges for Service		16,000.00	12,000.00	4,000.00	33.33%
Other Revenue					
Misc Rebates & Refunds	4975	544.12	544.00	0.12	0.02%
Total Other Revenue		544.12	544.00	0.12	0.02%
Total Revenue		1,086,334.42	1,082,758.00	3,576.42	0.33%
Expenditures					
Operating Expense					
Professional Services	6327	2,512.50	7,390.00	4,877.50	66.00%
Total Operating Expense		2,512.50	7,390.00	4,877.50	66.00%
Other Expense					
Bank Fees	7510	86.00	100.00	14.00	14.00%
Fire Flow Tax Collection Fees	7531	12,610.46	12,610.00	(0.46)	(0.00)%
Capital Contingency-Facilities, ...	7700	42,685.64	75,950.00	33,264.36	43.80%
Fire Fighting Equip-Fixed Asset ...	7701	10,954.50	20,000.00	9,045.50	45.23%
Lease Apparatus/Vehicles-Fixed...	7702	44,609.16	89,219.00	44,609.84	50.00%
Apparatus/Vehicles-Fixed Asset...	7703	463,553.21	479,554.00	16,000.79	3.34%
Computer Equip & Software-Fix...	7704	0.00	21,823.75	21,823.75	100.00%
Buildings-Station #41-Fixed Ass...	7705	20,023.27	72,000.00	51,976.73	72.19%
Buildings-Station #43-Fixed Ass...	7706	42,862.13	110,146.00	67,283.87	61.09%
Misc. Equipment Expense	7709	80,910.84	60,675.00	(20,235.84)	(33.35)%
Station 46- Construction in Prog...	7711	12,858.59	12,030.00	(828.59)	(6.89)%
Total Other Expense		731,153.80	954,107.75	222,953.95	23.37%
Total Expenditures		733,666.30	961,497.75	227,831.45	23.70%
Excess of Revenues Over/ (Under) Expenditures		352,668.12	121,260.25	231,407.87	190.84%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - General Fund Actual to Budget 15/16
From 7/1/2015 Through 3/31/2016

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Revenue					
Taxes					
Property Tax-Current Secured	4010	16,430,896.18	16,440,128.00	(9,231.82)	(0.06)%
Property Tax-Supplemental	4011	101,735.95	228,000.00	(126,264.05)	(55.38)%
Property Tax-Unitary	4013	203,699.11	203,699.00	0.11	0.00%
Property Tax-Curr Unsecured	4020	561,494.41	605,000.00	(43,505.59)	(7.19)%
Prop Tax- Prior Secured	4030	(61,010.11)	(61,010.00)	(0.11)	0.00%
Prop Tax-Prior Supplement	4031	(25,262.41)	(25,262.00)	(0.41)	0.00%
Prop Tax Prior Unsecured	4035	<u>11,549.84</u>	<u>(16,362.00)</u>	<u>27,911.84</u>	<u>(170.59)%</u>
Total Taxes		<u>17,223,102.97</u>	<u>17,374,193.00</u>	<u>(151,090.03)</u>	<u>(0.87)%</u>
Use of Money & Property					
Investment Earnings	4181	<u>(287.86)</u>	<u>0.00</u>	<u>(287.86)</u>	<u>0.00%</u>
Total Use of Money & Property		<u>(287.86)</u>	<u>0.00</u>	<u>(287.86)</u>	<u>0.00%</u>
Intergovernmental Revenue					
Homeowners Relief Tax	4385	78,301.69	158,000.00	(79,698.31)	(50.44)%
Intergovernmental	4437	323,896.00	323,896.00	0.00	0.00%
Revenue-Federal Grants					
CA FF JAC Training Funds	4440	25,091.41	25,091.00	0.41	0.00%
Other/In Lieu of Taxes	4580	0.00	1,000.00	(1,000.00)	(100.00)%
Measure H-Emerg Med Ser Subsid	4896	0.00	85,748.00	(85,748.00)	(100.00)%
Total Intergovernmental Revenue		<u>427,289.10</u>	<u>593,735.00</u>	<u>(166,445.90)</u>	<u>(28.03)%</u>
Charges for Service					
Permits	4740	2,077.00	3,200.00	(1,123.00)	(35.09)%
Plan Review	4741	126,233.00	171,360.00	(45,127.00)	(26.33)%
Inspection Fees	4742	25,342.00	21,000.00	4,342.00	20.68%
Weed Abatement Charges	4744	3,465.02	3,465.00	0.02	0.00%
CPR/First Aid Classes	4745	638.00	1,100.00	(462.00)	(42.00)%
Reports/ Photocopies	4746	300.50	242.00	58.50	24.17%
Other Charges for Service	4747	<u>1,907.00</u>	<u>3,400.00</u>	<u>(1,493.00)</u>	<u>(43.91)%</u>
Total Charges for Service		<u>159,962.52</u>	<u>203,767.00</u>	<u>(43,804.48)</u>	<u>(21.50)%</u>
Charges for Service - Ambulance					
Ambulance Service Fees	4898	669,348.68	1,088,000.00	(418,651.32)	(38.48)%
Ambulance Service Fee Reimbursements	4899	<u>(44,226.33)</u>	<u>(100,000.00)</u>	<u>55,773.67</u>	<u>(55.77)%</u>
Ambulance Collection Recovery Payments	4900	2,782.87	4,000.00	(1,217.13)	(30.43)%
Total Charges for Service - Ambulance		<u>627,905.22</u>	<u>992,000.00</u>	<u>(364,094.78)</u>	<u>(36.70)%</u>
Other Revenue					
Other Revenue-Strike Team Recovery	4971	232,717.85	233,092.00	(374.15)	(0.16)%
Other Revenue & Financing Sources	4972	13,200.00	62,000.00	(48,800.00)	(78.71)%
Other Revenue-Misc.	4974	27,003.17	500.00	26,503.17	5,300.63%
Misc Rebates & Refunds	4975	737.97	1,000.00	(262.03)	(26.20)%
Sale of Surplus Property	4980	<u>355.00</u>	<u>2,000.00</u>	<u>(1,645.00)</u>	<u>(82.25)%</u>
Total Other Revenue		<u>274,013.99</u>	<u>298,592.00</u>	<u>(24,578.01)</u>	<u>(8.23)%</u>
Total Revenue		<u>18,711,985.94</u>	<u>19,462,287.00</u>	<u>(750,301.06)</u>	<u>(3.86)%</u>

Expenditures

Salaries & Benefits

Permanent Salaries	5011	5,544,591.69	7,515,349.00	1,970,757.31	26.22%
Temporary Salaries	5013	114,796.62	166,800.00	52,003.38	31.18%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - General Fund Actual to Budget 15/16
From 7/1/2015 Through 3/31/2016

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Overtime	5014	1,330,410.96	1,958,422.00	628,011.04	32.07%
Deferred Compensation	5015	80,393.52	106,578.00	26,184.48	24.57%
Overtime - Strike Team	5016	137,003.83	150,000.00	12,996.17	8.66%
Contract Services	5018	55,332.57	180,000.00	124,667.43	69.26%
Worker's Compensation Recovery	5019	(38,734.81)	(65,000.00)	(26,265.19)	40.41%
Payroll Taxes -FICA,SUI	5042	112,240.47	157,000.00	44,759.53	28.51%
Payroll Processing Fees	5043	11,384.19	20,000.00	8,615.81	43.08%
Retirement Contributions	5044	3,083,206.83	4,136,778.00	1,053,571.17	25.47%
Life/Health Insurance-Permanent Employees	5060	714,808.59	985,000.00	270,191.41	27.43%
Employee's-Health Insurance Contribution	5061	(154,295.52)	(200,000.00)	(45,704.48)	22.85%
Retiree Health Insurance	5062	891,406.40	1,200,000.00	308,593.60	25.72%
Retiree-Health Insurance Contribution	5063	(244,573.52)	(329,000.00)	(84,426.48)	25.66%
Unemployment Insurance	5064	3,413.14	10,000.00	6,586.86	65.87%
Retiree-Health OPEB Contribution	5065	94,000.00	94,000.00	0.00	0.00%
Workers' Compensation Insurance	5070	589,619.00	815,069.00	225,450.00	27.66%
Flexible Benefits/ Section 125 Outside Contractor	5080	480.00	750.00	270.00	36.00%
Total Salaries & Benefits		12,325,483.96	16,901,746.00	4,576,262.04	27.08%
Operating Expense					
Office Supplies	6100	6,893.66	19,850.00	12,956.34	65.27%
Postage	6101	2,948.55	5,950.00	3,001.45	50.44%
Books & Periodicals	6102	1,908.96	4,950.00	3,041.04	61.44%
Printer Ink Cartridges	6103	4,893.46	5,000.00	106.54	2.13%
Telephone/Communication	6110	26,440.03	45,000.00	18,559.97	41.24%
Dispatch/Comm Center Services w/ AVL MDT	6111	138.00	170,000.00	169,862.00	99.92%
Utilities- Sewer	6120	3,432.64	2,640.00	(792.64)	(30.02)%
Utilities-Garbage	6121	10,885.78	14,720.00	3,834.22	26.05%
Utilities-PG&E	6122	41,272.37	66,890.00	25,617.63	38.30%
Utilities-Water	6123	7,952.84	15,020.00	7,067.16	47.05%
Utilities-Medical Waste	6124	1,659.00	2,070.00	411.00	19.86%
Small Tools & Instruments	6130	0.00	750.00	750.00	100.00%
Minor Equipment/Furniture	6131	917.13	2,250.00	1,332.87	59.24%
Computer Equipment & Supplies	6132	2,357.00	10,000.00	7,643.00	76.43%
Gas Power Chain Saw/Other Equipmen	6133	8,523.50	13,000.00	4,476.50	34.43%
Fire Trail Grading	6135	4,816.72	10,500.00	5,683.28	54.13%
Fire Fighting Equipment & Supplies	6137	4,046.25	20,000.00	15,953.75	79.77%
Fire Fighting Equipment-Hoses & Nozzles	6138	1,610.87	7,500.00	5,889.13	78.52%
Fire Fighting Equipment-Class A Foam	6139	280.00	500.00	220.00	44.00%
Medical & Lab Supplies	6140	57,611.49	90,000.00	32,388.51	35.99%
Food Supplies	6150	809.41	7,500.00	6,690.59	89.21%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - General Fund Actual to Budget 15/16
From 7/1/2015 Through 3/31/2016

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Safety Clothing & Personal Supplies	6160	31,665.37	80,000.00	48,334.63	60.42%
Non-Safety Clothing & Personal Supplies	6161	700.00	2,000.00	1,300.00	65.00%
Household Expense	6170	12,734.27	18,820.00	6,085.73	32.34%
Household Expense-Linen	6171	10,236.25	14,730.00	4,493.75	30.51%
Public & Legal Notices	6190	1,345.04	4,750.00	3,404.96	71.68%
Dues, Memberships & Professional Fees	6200	15,174.50	19,390.00	4,215.50	21.74%
EMT/Paramedic Licensure Fees	6201	1,788.81	5,500.00	3,711.19	67.48%
Rent & Leases (Equipment)	6250	30,214.80	39,140.00	8,925.20	22.80%
Computer Software & Maintenance	6251	36,894.60	59,875.00	22,980.40	38.38%
Website Development & Maintenance	6252	0.00	1,700.00	1,700.00	100.00%
EPA ID# Verification Fee	6264	150.00	200.00	50.00	25.00%
CCC HazMat Plan (CUPA)	6265	2,519.00	3,000.00	481.00	16.03%
BAAQMD & Environmental Health Fees	6266	0.00	750.00	750.00	100.00%
Air Monitor Maintenance & Replacement	6269	0.00	2,000.00	2,000.00	100.00%
Maintenance -- Equipment	6270	29,170.32	77,325.00	48,154.68	62.28%
Central Garage Repairs	6271	121,036.65	160,000.00	38,963.35	24.35%
Central Garage Gasoline & Oil	6272	35,680.10	80,000.00	44,319.90	55.40%
Central Garage Tires	6273	4,887.05	15,000.00	10,112.95	67.42%
Service/Repair Fuel System Dispensers	6274	2,118.27	4,500.00	2,381.73	52.93%
Aerial Ladder & Pump Testing	6275	600.00	800.00	200.00	25.00%
Smog Inspections	6276	400.00	500.00	100.00	20.00%
Air Compressor Quarterly Service	6278	1,513.88	1,500.00	(13.88)	(0.93)%
Hydro Test SCBA & Oxy Cylinder	6279	1,080.00	2,000.00	920.00	46.00%
Tank Testing	6280	0.00	3,000.00	3,000.00	100.00%
Maintenance -- Building	6281	55,769.91	75,865.00	20,095.09	26.49%
Maintenance -- Grounds	6282	1,958.54	13,650.00	11,691.46	85.65%
Meetings & Travel Expenses	6303	20,049.00	26,200.00	6,151.00	23.48%
Employee Assistance Program	6309	3,438.50	4,300.00	861.50	20.03%
Medical - Pre-Emp Processing and Annual Exams	6311	36,954.53	43,000.00	6,045.47	14.06%
Ambulance Billing Administration Fees	6312	32,568.59	60,000.00	27,431.41	45.72%
Outside Attorney Fees	6313	47,628.68	60,000.00	12,371.32	20.62%
Outside CPR Instructors	6314	3,260.00	2,500.00	(760.00)	(30.40)%
CCC County Tax Administration Fee	6316	171,950.00	172,000.00	50.00	0.03%
Professional Services	6317	8,606.82	45,750.00	37,143.18	81.19%
Professional Services - Labor Negotiator	6318	202.00	10,000.00	9,798.00	97.98%
Professional Services - Technology	6319	111,778.00	180,000.00	68,222.00	37.90%
Professional Services - Pre-Employment Investigations	6320	4,003.75	15,000.00	10,996.25	73.31%

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - General Fund Actual to Budget 15/16
From 7/1/2015 Through 3/31/2016

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Professional Services - Promotional Exams & Recruitment	6321	30,648.61	49,000.00	18,351.39	37.45%
Professional Services-OPEB Actuarial Valuation	6322	0.00	2,000.00	2,000.00	100.00%
Exterior Hazard Removal	6323	3,121.50	12,000.00	8,878.50	73.99%
Professional Services-Prop Tax Audit & Forecasting	6326	9,450.00	12,600.00	3,150.00	25.00%
Professional Services	6327	500.00	10,000.00	9,500.00	95.00%
Burn Trailer Grant Maintenance	6352	0.00	3,000.00	3,000.00	100.00%
Testing Materials & Training Props	6354	1,599.37	4,000.00	2,400.63	60.02%
Career Development Classes	6357	10,411.44	26,200.00	15,788.56	60.26%
Target Safety Online Training	6359	6,195.00	6,195.00	0.00	0.00%
Training & Education Classes-Paramedic & EMT CE	6360	6,301.75	5,500.00	(801.75)	(14.58)%
District Sponsored Training-Mandated	6361	18,821.73	20,000.00	1,178.27	5.89%
Educational Courses/Conferences Board	6377	0.00	2,200.00	2,200.00	100.00%
Recruiting Costs	6470	0.00	55,000.00	55,000.00	100.00%
Strike Team Supplies	6474	11,705.27	9,500.00	(2,205.27)	(23.21)%
Recognition Supplies	6478	7,707.06	12,200.00	4,492.94	36.83%
Other Special Departmental Exp	6479	36,230.68	69,500.00	33,269.32	47.87%
Public Education Supplies	6480	6,339.97	10,500.00	4,160.03	39.62%
CPR Supplies	6481	1,322.15	3,000.00	1,677.85	55.93%
LAFCO	6482	9,942.78	9,943.00	0.22	0.00%
Emergency Preparedness Expense	6484	6,774.72	11,350.00	4,575.28	40.31%
Misc. Services & Supplies	6490	13,940.18	39,000.00	25,059.82	64.26%
Property & Liability Insurance	6540	44,684.00	44,684.00	0.00	0.00%
Total Operating Expense		<u>1,253,171.10</u>	<u>2,236,207.00</u>	<u>983,035.90</u>	<u>43.96%</u>
Other Expense					
Bank Fees	7510	3,277.84	5,000.00	1,722.16	34.44%
Interest on County Teeter Account	7520	0.00	100.00	100.00	100.00%
County Tax Collection Fees	7530	252.91	300.00	47.09	15.70%
Total Other Expense		<u>3,530.75</u>	<u>5,400.00</u>	<u>1,869.25</u>	<u>34.62%</u>
Total Expenditures		<u>13,582,185.81</u>	<u>19,143,353.00</u>	<u>5,561,167.19</u>	<u>29.05%</u>
Excess of Revenues Over/ (Under) Expenditures		<u>5,129,800.13</u>	<u>318,934.00</u>	<u>4,810,866.13</u>	<u>1,508.42%</u>

Moraga-Orinda Fire District
Statement of Revenues and Expenditures - Debt Service Fund Actual to Budget-15/16
From 7/1/2015 Through 3/31/2016

		Current Period Actual	Total Budget \$ - Original	Total Budget \$ Variance - Original	Percent Total Budget Remaining - Original
Revenue					
Taxes					
Property Tax-Current Secured	4010	3,069,093.00	3,069,093.00	0.00	0.00%
Total Taxes		<u>3,069,093.00</u>	<u>3,069,093.00</u>	<u>0.00</u>	<u>0.00%</u>
Use of Money & Property					
Investment Earnings	4181	1,010.46	0.00	1,010.46	0.00%
Total Use of Money & Property		<u>1,010.46</u>	<u>0.00</u>	<u>1,010.46</u>	<u>0.00%</u>
Total Revenue		<u>3,070,103.46</u>	<u>3,069,093.00</u>	<u>1,010.46</u>	<u>0.03%</u>
Expenditures					
Other Expense					
Pension Obligation Bond Principal Payment	7900	1,855,000.00	1,855,000.00	0.00	0.00%
Pension Obligation Bond Interest Payment	7901	1,017,508.50	1,017,509.00	0.50	0.00%
Total Other Expense		<u>2,872,508.50</u>	<u>2,872,509.00</u>	<u>0.50</u>	<u>0.00%</u>
Total Expenditures		<u>2,872,508.50</u>	<u>2,872,509.00</u>	<u>0.50</u>	<u>0.00%</u>
Excess of Revenues Over/ (Under) Expenditures		<u>197,594.96</u>	<u>196,584.00</u>	<u>1,010.96</u>	<u>0.51%</u>



Moraga-Orinda Fire District

TO: Board of Directors

FROM: Gloriann Sasser, Administrative Services Director

DATE: April 20, 2016

SUBJECT: Item 5.4 - Approval of Payment to Contra Costa County Fire Protection District for Dispatching and Communications Services

Background

The District's Purchasing Ordinance requires that purchases of services in excess of \$100,000 have specific approval of the Board of Directors. The following purchase requires such authorization.

The District contracts with Contra Costa County Fire Protection District for dispatching and communications services. Per the terms of the contract, the District is required to pay for the services for fiscal year 2015-2016 in the amount of \$169,176. Sufficient appropriations exist in the General Fund Budget.

Recommended Action

Staff recommends the Board approve payment to Contra Costa County Fire Protection District for dispatching and communications services in the amount of \$169,176.



Moraga-Orinda Fire District

TO: Board of Directors

FROM: Gloriann Sasser, Administrative Services Director

DATE: April 20, 2016

SUBJECT: Item 6.1 – Comprehensive Annual Financial Report Award for the Fiscal Year Ended June 30, 2015

BACKGROUND

The District prepared a Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2015. The CAFR is designed to meet the requirements of the Government Finance Officers Association (GFOA). In 1945, the GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles and to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure. The GFOA then recognizes individual governments that succeed in achieving this goal. The District's CAFR was submitted to the GFOA for consideration of a Certificate of Achievement for Excellence in Financial Reporting.

The CAFR includes three sections: Introductory, Financial and Statistical. The Introductory Section includes a letter of transmittal to the Board. The Financial Section includes Management's Discussion and Analysis, which provides an overview and analysis of the financial activities of the District. The CAFR concludes with a Statistical Section that provides operational, economic and historical data to provide context for assessing the District's economic condition.

After reviewing the District's CAFR in comparison to an extensive 109 page check list, GFOA has recognized the District with a Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended June 30, 2015. This is the second year the District has earned this recognition.

There are 495 California public agencies that received this award (4,181 nationwide). There are 41 special districts (9 fire districts) in California that received the award. The District is the seventh California fire district to receive this award.

RECOMMENDATION

- 1) Discuss; 2) Deliberate; 3) Receive the Certificate of Achievement for Excellence in Financial Reporting.

ATTACHMENTS

1. Attachment A – Letter and News Release Government Finance Officers Association



Attachment A

Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

March 8, 2016

Alex Evans
President
Moraga-Orinda Fire Protection District
1280 Moraga Way
Moraga CA 94556

Dear Mr. Evans:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **June 30, 2015** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been mailed to:

Gloriann Sasser
Administrative Services Director

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Attachment A

Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

03/08/2016

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Moraga-Orinda Fire Protection District** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Administrative Services Division, Moraga-Orinda Fire Protection District

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



Moraga-Orinda Fire District

TO: Board of Directors

FROM: Gloriann Sasser, Administrative Services Director

DATE: April 20, 2016

SUBJECT: Item 6.2 – Approve the JP Morgan Chase 15-Year Term Proposal and Adopt Resolution No. 16-07 a Resolution of the Board of Directors of the Moraga-Orinda Fire Protection District Approving the Forms of and Authorizing the Execution and Delivery of a Site Lease and a Lease/Purchase Agreement and Authorizing Related Matters

BACKGROUND

On October 21, 2015, the Board authorized Phases 1 and 2 of the Station-43 rebuild construction project. During October and November, staff met with Brandis Tallman LLC (“BTLLC”), a full service investment banking firm, to discuss financing options. Brandis Tallman identified two methods of sale for issuance of the District’s financing: direct placement or public offering.

At its November 18th meeting, the Board considered financing options and authorized the District to contract with BTLLC to issue a direct placement lease agreement in the amount of \$4,000,000 for a 20-year term.

At its March 16, 2016 meeting, the Board adopted Resolution No. 16-06 “approving the formation of the Moraga-Orinda Fire Protection District Public Facilities Financing Corporation as a California nonprofit public benefit corporation and related matters”. The purpose of the newly formed financing corporation is to facilitate the 2016 financing and any future financing needs of the District.

ANALYSIS

On March 23rd, BTLLC sent a request for proposal (“RFP”) to 11 lenders interested in this financing type, size, and term, to obtain the most favorable financing provisions and interest rates. The RFP requested interest rates for a 10-year, 15-year, and 20-year term to provide the District with a range of options given current market conditions. On April 11th, BTLLC received bids from seven lenders and summarized results for discussion with District staff. Summaries of the bids are attached herewith. As discussed between staff and BTLLC, the results based on the lowest interest rates are summarized below:

10-Year Term

JP Morgan Chase - lowest rate out of 7 responses received

Rate: 1.79%
(4-year prepayment option)
Average FY Debt Service: \$452,400
Total Debt Service: \$4,455,900

Rate: 1.68%
(non-callable option)
Average FY Debt Service: \$449,900
Total Debt Service: \$4,431,400

15-Year Term

JP Morgan Chase - lowest rate out of 7 responses received

Rate: 2.02%
(4-year prepayment option)
Average FY Debt Service: \$318,500
Total Debt Service: \$4,729,500

Rate: 1.92%
(10-year prepayment option)
Average FY Debt Service: \$316,200
Total Debt Service: \$4,695,600

The above rates proposed by Chase are good for about 24 hours. Chase's rates will be updated April 20th for discussion during the Board meeting, and will expire in the afternoon of the 21st. However, once the term sheet is signed, breakage fees do apply to the Chase proposal if interest rates go down and the transaction does not close. Based on Chase's proposal of April 11th, if rates were to decrease by 25 basis points and the transaction did not close, the breakage fees would be about \$53,000 for the 10-year term and \$78,000 for the 15-year term.

20-Year Term

Municipal Finance Corp./City National Bank - lowest rate out of 4 responses received

Rate: 3.15%
(4-year prepayment option)
Average FY Debt Service: \$276,700
Total Debt Service: \$5,491,100
Rate is locked for 60 days, no breakage fees apply

If the Board approves the Resolution before it tonight and selects a lender and proposal, the financing team will work with the staff and the selected lender to finalize and execute the documents.

Staff recommends the Board approve JP Morgan Chase 15-year term with a 4-year call option at a rate of 2.02% (rate to be updated at the Board meeting). Compared to the 20-year term, the 15-year option will result in \$761,000 less in interest costs to the District. The annual debt service payment of \$319,000 for the 15-year option can be maintained throughout the Long Range Financial Plan. The 4-year call option provides added flexibility to the District.

RECOMMENDATION

- 1) Discuss; 2) Deliberate; 3) Approve the JP Morgan Chase 15-year/4-year call proposal;
- 4) Adopt Resolution No. 16-07 a Resolution of the Board of Directors of the Moraga-Orinda

Fire Protection District Approving the Forms of and Authorizing the Execution and Delivery of a Site Lease and a Lease/Purchase Agreement and Authorizing Related Matters.

ATTACHMENTS

1. Attachment A – Resolution No. 16-07 a Resolution of the Board of Directors of the Moraga-Orinda Fire Protection District Approving the Forms of and Authorizing the Execution and Delivery of a Site Lease and a Lease/Purchase Agreement and Authorizing Related Matters.
2. Attachment B – Summaries of Bids Received
3. Attachment C – Lease Purchase Agreement
4. Attachment D – Site Lease

RESOLUTION NO. 16-07

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MORAGA-ORINDA FIRE PROTECTION DISTRICT
APPROVING THE FORMS OF AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A SITE LEASE AND A LEASE/PURCHASE
AGREEMENT AND AUTHORIZING RELATED MATTERS**

WHEREAS, the Moraga-Orinda Fire Protection District (the “District”), a fire protection district duly organized and existing under and pursuant to the Constitution and laws of the State of California, is authorized to lease real property for its use; and

WHEREAS, the District wishes to finance the construction, renovation and equipping of Station 43 in Orinda, California and the financing costs relating thereto, and pursuant to the request of the District, the Moraga-Orinda Fire Protection District Public Facilities Financing Corporation (the “Corporation”) will assist the District in the financing; and

WHEREAS, such financing will be accomplished by (i) the Corporation’s entering into a site lease (the “Site Lease”) with the District, whereby the District will lease Station 42 and Station 44 (collectively, the “Leased Property”) to the Corporation in exchange for an advance rental, (ii) the Corporation’s leasing the Leased Property back to the District pursuant to a leaseback agreement (the “Lease/Purchase Agreement”), under which the District will be obligated to make Rental Payments (as such term is defined in the Lease/Purchase Agreement) to the Corporation; and (iii) the Corporation’s assignment without recourse of all rights to receive such Rental Payments to a lender to be selected (the “Lender”), in exchange for the amount of the advance rental payable by the Corporation under the Site Lease; and

WHEREAS, District staff has worked with Brandis Tallman LLC to solicit bids from financial institutions in order to present options for lenders to the Board of Directors of the Moraga-Orinda Fire Protection District (the “Board”), and the Board has selected the Lender at this meeting; and

WHEREAS, the authorization, approval, execution and delivery of the agreements described above or contemplated thereby or incidental thereto are desirable and in the best interests of the District; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Moraga-Orinda Fire Protection District as follows:

Section 1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Appointment of Professionals. The Board hereby approves the firm of Brandis Tallman LLC to act as Placement Agent and the firm of Meyers, Nave, Riback, Silver & Wilson, a Professional Law Corporation, to act as Special Counsel to the District with respect to the financing.

Attachment A

Section 3. Authorization of Officers to Execute and Deliver Documents. The Board hereby approves the Site Lease and the Lease/Purchase Agreement in substantially the forms presented to this meeting and authorizes and directs the President of the Board, the Fire Chief of the District and the Administrative Services Director of the District, and their respective designees (the “Authorized Officers”), and each of them individually, for and in the name of and on behalf of the District, to execute and deliver the Site Lease and the Lease/Purchase Agreement in such forms with such changes, insertions, revisions, corrections, or amendments as shall be approved by the Authorized Officer executing them; provided that the total principal components of the District’s rental payments shall not exceed \$4,100,000. The execution of the foregoing by an Authorized Officer shall constitute conclusive evidence of such officer’s and the Board’s approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements presented to this meeting.

Section 4. Bank Qualification. The Board hereby determines that the District has not and reasonably does not expect to incur more than \$10 million in aggregate principal amount of tax-exempt obligations in calendar year 2016, and based on such determination, designates the Lease/Purchase Agreement as qualified tax-exempt obligations within the meaning of Section 265(b)(3)(B) of the Code.

Section 5. Other Actions. The Board hereby authorizes and directs the Authorized Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the financing and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed and approved in all respects.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED and ADOPTED this 20th day of April, 2016 at a regular meeting of the Board of Directors of the Moraga-Orinda Fire Protection District held on April 20, 2016, at 1500 St. Mary’s Road, Moraga, California 94556, on motion made by Director _____, seconded by Director _____, and duly carried with the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Attachment A

Dated: April 20, 2016

Stephen Anderson, President
Board of Directors

ATTEST:

Grace Santos, District Clerk

2614765.2

**Moraga-Orinda Fire District 2016 Fire Station Financing
Summary of Proposals for 10-Year Term April 12, 2016**

Attachment B

	<u>BBVA Compass</u>	<u>Holman Capital</u>	<u>JP Morgan Chase</u>	<u>Western Alliance Public Finance</u>	<u>CoBiz Public Finance</u>	<u>Capital One</u>	<u>Muni. Finance Corp/ City National Bank</u>
Interest Rate: 10-Year	2.70% (60-day rate lock available for 5 bp premium)	2.37%	1.68% (non-callable) 1.79% (4-year call)	a. 3.11% (non-callable) b. 3.28% (4-year call)	2.22%	2.45%	2.45%
Rate Lock Terms:	Rate is locked for 30 days after final credit approval (approx. 2 weeks to complete)	Rate is locked through May 25, 2016	Rate is locked through May 25, 2016 Breakage fees apply [2]	Rate is locked two weeks prior to closing	Up to three business days before closing or locked on May 2 for a fee of 15bp of par	Locked through June 1, 2016	Locked for 60 days
Prepayment Provisions:	Assume non-prepayable or subject to make-whole for the first 10 years or Prepay at par beginning in the 4th yr for 30 bps premium	Any payment date (AID) at 102%	a. non-callable b. any date on or after 4/1/2020 at par	a. non-callable b. AID on or after 4/1/2020 at par	callable AID on or after 4/1/2020 at par	Non-callable through yr 4 Years 5-6 @ 102% At par thereafter (AID)	Non-callable through yr 4 Years 5-7 @ 101% At par thereafter (AID)
Bank Counsel Cost [1]:	\$12,500	\$15,000	\$8,500	\$8,500	\$7,500	\$0	\$0
Proposal Expiration:			April 12, 2016 [2]			April 18, 2016	
Estimated Numerical Results:		<u>2nd Cover- Locked</u>	<u>Non-Callable Option</u>		<u>Cover - Not Locked</u>		
Par Amount		\$4,075,000	\$4,069,000		\$4,074,000		
All-In TIC		2.75%	2.02%		2.59%		
Avg FY Debt Service		\$466,000	\$450,000		\$463,000		
Total Debt Service		\$4,592,000	\$4,431,000		\$4,557,000		
			<u>4-year call option results</u>				
Par Amount			\$4,069,000				
All-In TIC			2.13%				
Avg FY Debt Service			\$453,000				
Total Debt Service			\$4,456,000				

[1] Additionally, bond counsel, placement agent, paying agent/COI custodian, CDIAC, title, and misc fees apply to all proposals.

[2] Rates quoted by Chase are good for about 24 hours. Chase's rate will be updated Wednesday, April 20th. Once the rate is locked, if the transaction does not close and rates go down, breakage fees will apply. Based on this proposal, if rates were to decrease by 25 basis points and the transaction does not close, the breakage fee would be \$53,374.

The following banks declined to submit a proposal: BB&T, Umpqua Bank, Bank of the West, and Sterling Bank



**Moraga-Orinda Fire District 2016 Fire Station Financing
Summary of Proposals for 15-Year Term April 12, 2016**

Attachment B

	<u>BBVA Compass</u>	<u>Holman Capital</u>	<u>JP Morgan Chase</u>	<u>Western Alliance Public Finance</u>	<u>CoBiz Public Finance</u>	<u>Capital One</u>	<u>Muni. Fin. Corp/ City National Bank</u>
Interest Rate: 15-Year	3.00% (60-day rate lock available for 5 bp premium)	2.83%	a. 1.85% (non-callable) b. 2.02% (4-year call) c. 1.92% (10-year call)	a. 3.32% (10-year call) b. 3.63% (4-year call)	2.80%	2.80%	2.85%
Rate Lock Terms:	Rate locked for 30 days after final credit approval (approx. 2 weeks to complete)	Rate is locked through May 25, 2016	Rate is locked through May 25, 2016 Breakage fees apply [2]	Rate is locked two weeks prior to closing	Up to 3 business days before closing or, if longer, subject to breakage costs	Locked through June 1, 2016	Locked for 60 days
Prepayment Provisions:	Assume non-prepayable or subject to make-whole for the first 10 yrs or Prepay at par beginning in the 4th yr for 30 bps premium	Any payment date (AID) at 102%	a. Non-callable b. any date on or after 4/1/2020 at par c. any date on or after 4/1/2026 at par	a. AID on or after 4/1/2026 at par b. AID on or after 4/1/2020 at par	Callable AID on or after 4/1/2026 at par	Non-callable through year 6 Years 7-8 @ 102% At par thereafter (AID)	Non-callable through year 4 Years 5-7 @ 101% At par thereafter (AID)
Bank Counsel Cost [1]:	\$12,500	\$15,000	\$8,500	\$8,500	\$7,500	\$0	\$0
Proposal Expiration:			April 12, 2016 [2]			April 18, 2016	
Estimated Numerical Results:			<u>4-yr call option results</u>			<u>Cover</u>	
Par Amount			\$4,069,000			\$4,060,000	
All-in TIC			2.25%			3.01%	
Avg FY Debt Service			\$319,000			\$336,000	
Total Debt Service			\$4,730,000			\$4,990,000	
			<u>10-yr call option results</u>				
Par Amount			\$4,069,000				
All-in TIC			2.15%				
Avg FY Debt Service			\$316,000				
Total Debt Service			\$4,695,000				

[1] Additionally, bond counsel, placement agent, paying agent/COI custodian, CDIAC, title, and misc fees apply to all proposals.

[2] Rates quoted by Chase are good for about 24 hours. Chase's rate will be updated Wednesday, April 20th. Once the rate is locked, if the transaction does not close and rates go down, breakage fees will apply. Based on this proposal, if rates were to decrease by 25 basis points and the transaction does not close, the breakage fee would be \$78,275.

The following banks declined to submit a proposal: BB&T, Umpqua Bank, Bank of the West, and Sterling Bank



Attachment B

Moraga-Orinda Fire District Summary of Proposals for 20-Year Term April 12, 2016 2016 Fire Station Financing

	<u>Holman Capital</u>	<u>Western Alliance Public Finance</u>	<u>Capital One</u>	<u>Municipal Finance Corp/ City National Bank</u>
Interest Rate:				
20-Year	3.64%	a. 3.46% (10-year call option) b. 3.89% (4-year call option)	3.29%	3.15%
Rate Lock Terms:	Rate is locked through May 25, 2016	Rate is locked two weeks prior to closing	Rate is locked through June 1, 2016	Rate is locked for 60 days
Prepayment Provisions:	Any payment date at 102.50% for first 10 years thereafter at par	a. any interest payment date on or after 4/1/2026 at par b. any interest payment date on or after 4/1/2020 at par	Non-callable through year 8 Callable years 9-10 @ 102% Callable at par thereafter (any interest payment date)	Non-callable through year 4 Callable years 5-7 @ 101% Callable at par thereafter (any interest payment date)
Bank Counsel Cost [1]:	\$15,000	\$8,500	\$0	\$0
Proposal Expiration:			April 18, 2016	
Estimated Numerical Results:				
Par Amount				\$4,060,000
All-in TIC				3.32%
Avg FY Debt Service				\$277,000
Total Debt Service				\$5,491,000

[1] Additionally, bond counsel, placement agent, paying agent/COI custodian, CDIAC, title, and misc fees apply to all proposals.

Notes:

All proposals are subject to formal credit approval.

The following banks declined to submit a proposal:

- BB&T
- BBVA Compass
- Umpqua Bank
- JP Morgan Chase
- Bank of the West
- CoBiz
- Sterling National Bank



Meyers Nave Draft – 4/13/16

Recording Requested By:)
Moraga-Orinda Fire Protection District)

When Recorded Mail To:)

Meyers Nave)
575 Market Street, Suite 2080)
San Francisco, California 94105)
Attn: Henry Har, Esq.)

This transaction is exempt from California documentary transfer tax pursuant to section 11929 of the California Revenue and Taxation Code. This document is recorded for the benefit of the Moraga-Orinda Fire Protection District, and recording is fee-exempt under section 27383 of the Government Code. (Lease less than 35 years.)

LEASE/PURCHASE AGREEMENT

Dated as of May 1, 2016

by and between the

MORAGA-ORINDA FIRE PROTECTION DISTRICT
PUBLIC FACILITIES FINANCING CORPORATION

and the

MORAGA-ORINDA FIRE PROTECTION DISTRICT

relating to

**MORAGA-ORINDA FIRE PROTECTION DISTRICT
2016 LEASE/PURCHASE**

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LEASE/PURCHASE AGREEMENT

This LEASE/PURCHASE AGREEMENT is dated and entered into as of May 1, 2016 (this "Lease/Purchase Agreement"), by and between the MORAGA-ORINDA FIRE PROTECTION DISTRICT PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), as lessor hereunder, and the MORAGA-ORINDA FIRE PROTECTION DISTRICT, a fire protection district organized and existing under the laws of the State of California (the "District"), as lessee hereunder.

WITNESSETH:

WHEREAS, Section 13861(b) of the Health and Safety Code of the State of California authorizes the District to manage, sell, lease, or otherwise dispose of its property as the interests of its inhabitants require, which include providing for the financing and refinancing of facilities for the use of the District;

WHEREAS, the District wishes to finance the construction, renovation and equipping of Station 43 in Orinda, California and delivery costs relating thereto, and pursuant to the request of the District, the Corporation will assist the District in the financing; and

WHEREAS, such financing will be accomplished by (i) the Corporation's entering into a site lease (the "Site Lease") with the District, whereby the District will lease property (the "Leased Property") to the Corporation in exchange for an advance rental, (ii) the Corporation's leasing the Leased Property back to the District pursuant to a leaseback agreement (the "Lease/Purchase Agreement"), under which the District will be obligated to make Rental Payments (as such term is defined in the Lease/Purchase Agreement) to the Corporation; and (iii) the Corporation's assignment without recourse of all rights to receive such Rental Payments to [LENDER], a _____ (the "Lender"), in exchange for the amount of the advance rental payable by the Corporation under the Site Lease, pursuant to an assignment agreement (the "Assignment Agreement"); and

WHEREAS, the District is authorized to enter into this Lease/Purchase Agreement for the purposes and subject to the terms and conditions set forth herein; and

WHEREAS, the Corporation is a nonprofit public benefit corporation duly organized under the laws of the State of California; and

WHEREAS, the Corporation is authorized to provide financial assistance to the District by constructing, improving, acquiring, financing and leasing various public facilities, land and equipment for the use, benefit and enjoyment of the public served by the District or any other purpose incidental thereto;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions and Rules of Construction. For all purposes of this Lease/Purchase Agreement and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires:

(A) The terms defined in this Section shall have the meanings herein specified and include the plural as well as the singular.

(B) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(C) All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of applicability thereof.

(D) All references herein to “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Lease/Purchase Agreement as originally executed.

(E) The words “herein,” “hereof,” “hereby,” “hereunder,” and other words of similar import refer to this Lease/Purchase Agreement as a whole and not to any particular Article, Section, or other subdivision.

(F) Words of any gender shall mean and include words of all other genders.

Applicable Environmental Laws means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law (“HWCL”), California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act (“HSAA”), California Health & Safety Code Sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

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Assignment Agreement means the assignment agreement dated as of May 1, 2016, between the Corporation and the Lender pursuant to which the Corporation assigns certain of its rights under the Site Lease and the Lease/Purchase Agreement to the Lender.

Board means the Board of Directors of the Moraga-Orinda Fire Protection District.

Business Day means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of California are authorized or obligated by law or executive order to be closed.

Code means the Internal Revenue Code of 1986 and the regulations applicable to or issued thereunder.

Corporation means Moraga-Orinda Fire Protection District Public Facilities Financing Corporation, or its successors or assigns as lessee under the Site Lease and lessor hereunder.

Closing Date means May __, 2016.

District means the Moraga-Orinda Fire Protection District.

Effective Interest Rate means the rate of interest per annum specified on Exhibit B.

Event of Default means any of the events specified in Section 7.1 (Events of Default).

Fiscal Year means the period beginning on July 1 of each year and ending on the next succeeding June 30 or any other twelve-month period hereafter selected and designated as the official fiscal year period of the District.

Funding Date means the date payment is made by the Corporation to or for the account of the District under the Site Lease.

Governmental Corporation means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, District or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

Hazardous Substance means any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Leased Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

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Leased Property means Station 42 and Station 44 and the real property immediately under said buildings and the improvements thereon located at 555 Moraga Road, Moraga, CA 94556 and 295 Orchard Road, Orinda, CA 94563, respectively, on a portion of the real property of the District described in Exhibit A attached to this Lease/Purchase Agreement, together with all present and future improvements located on the real property immediately thereunder and furniture installed or located therein.

Lease/Purchase Agreement means this Lease/Purchase Agreement between the Corporation and the District, dated as of May 1, 2016, wherein the Corporation leases the Leased Property to the District, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof.

Lender means [LENDER], a _____, or its successors or assigns as assignee of the Corporation under the Assignment Agreement.

Material Adverse Effect means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of this Lease/Purchase Agreement or to meet or perform its obligations under this Lease/Purchase Agreement on a timely basis, (c) the validity or enforceability of this Lease/Purchase Agreement, or (d) the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes, and shall include, amongst other events or occurrences, any material, adverse change to the rating by Moody's Investors Service, Inc., Standard & Poor's, a Standard & Poor's Financial Services LLC business, or Fitch Ratings, Inc. of any debt securities issued by the District.

Material Litigation means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Corporation, (i) if determined adversely to the District, may have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated by this Lease/Purchase Agreement, or (iii) may adversely affect (A) the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the District to perform its obligations under this Lease/Purchase Agreement.

Net Proceeds means the amount remaining from the gross proceeds of any insurance claim or condemnation award made in connection with the Leased Property, after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Payment Date means [_____ in each year, commencing _____, 201__].

Permitted Encumbrances means (1) liens for general ad valorem taxes and assessment, if any, not then delinquent, or that the District may, pursuant to this Lease/Purchase Agreement, permit to remain unpaid, (2) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions that exist of record as of the date of recordation of this Lease/Purchase Agreement and that the District certifies in writing will not materially impair the use of the Leased Property, (3) the Site Lease, as it may be amended from

Attachment C

time to time, (4) the Assignment Agreement, as it may be amended from time to time, (5) any right or claim of any mechanic, laborer, materialman, supplier, or vendor not filed or perfected in the manner prescribed by law, (6) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Lease/Purchase Agreement and to which the Corporation consents in writing, and (7) liens relating to special assessments levied with respect to the Leased Property.

Person means a corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Rental Payments means the Rental Payments payable by the District pursuant to the provisions of the Lease/Purchase Agreement.

Site Lease means the Site Lease between the District and the Corporation, dated as of May 1, 2016, wherein the District leases the Leased Property to the Corporation, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof and thereof.

Statement, Certificate, Request, Requisition, and Order of the District mean, respectively, a written statement, certificate, request, requisition, or order signed in the name of the District by the Fire Chief or the Administrative Services Director, and their designees, or any other person authorized by the District to execute such instruments. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Tax Certificate means the tax certificate delivered by the District at the time of the execution and delivery of this Lease/Purchase Agreement, as the same may be further amended or supplemented in accordance with its terms.

Section 1.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to:

If to the District: Moraga-Orinda Fire Protection District
1280 Moraga Way
Moraga, CA 94556
Attention: Fire Chief

If to the Corporation: Moraga-Orinda Fire Protection District
Public Facilities Financing Corporation
1280 Moraga Way
Moraga, CA 94556
Attention: Executive Director

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If to the Lender: [LENDER]

Attention: _____

The District, the Corporation, and the Lender may, by notice given hereunder, designate any further or different address to which subsequent notices shall be sent.

Section 1.3. Successors and Assigns. Whenever in this Lease/Purchase Agreement either the District, the Corporation, or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Lease/Purchase Agreement contained by, on behalf of, or for the benefit of the District, the Corporation, or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 1.4. Benefits of Agreement. Nothing in this Lease/Purchase Agreement expressed or implied is intended or shall be construed to give to any person other than the District and the Corporation any legal or equitable right, remedy, or claim under or in respect of this Lease/Purchase Agreement or any covenant, condition, or provision therein or herein contained; and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Corporation, and the Lender as the Corporation's assignee.

Section 1.5. Amendments. This Lease/Purchase Agreement may be altered, amended, or modified in writing as may be mutually agreed by the Corporation and the District, subject to the prior written approval of the Lender.

Section 1.6. Effect of Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Lease/Purchase Agreement.

Section 1.7. Validity and Severability. If any one or more of the provisions contained in this Lease/Purchase Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Lease/Purchase Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease/Purchase Agreement, and this Lease/Purchase Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The District and the Corporation hereby declare that they would have adopted this Lease/Purchase Agreement and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Lease/Purchase Agreement may be held illegal, invalid, or unenforceable.

If for any reason it is held that any of the covenants and conditions of the District hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Lease/Purchase Agreement is and shall be deemed to be a

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lease from year to year under which the rentals are to be paid by the District annually in consideration of the right of the District to possess, occupy, and use the Leased Property, and all of the rental and other terms, provisions, and conditions of this Lease/Purchase Agreement, except to the extent that such terms, provisions, and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 1.8. Governing Law. This Lease/Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 1.9. Execution in Counterparts. This Lease/Purchase Agreement 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.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The District is a fire protection district organized and existing under the laws of the State.

(b) Authorization: Enforceability. The Constitution and laws of the State authorize the District to enter into the Site Lease and this Lease/Purchase Agreement and to enter into the transactions contemplated by and to carry out the District's obligations under all of the aforesaid agreements, and the District has duly authorized and executed all of the aforesaid agreements. This Lease/Purchase Agreement and Site Lease constitute the legal, valid and binding obligations of the District enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Violation of Law or Breach of Contract. The execution and delivery of the Site Lease and this Lease/Purchase Agreement and compliance with the provisions thereof and hereof will not (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of the District under any court order or administrative decree to which the District is subject, or (iii) breach, or result in a default under, any loan agreement, note, resolution, indenture, contract, agreement, or other instrument to which the District is a party or is otherwise subject or bound.

(d) No Adverse Litigation. No litigation is pending before any court or administrative agency or, to the knowledge of the District, threatened against the District (i) regarding the Leased Property or the District's use of the Leased Property for the purposes contemplated by the Site Lease or the Lease/Purchase Agreement or (ii) that

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will materially adversely affect the ability of the District to perform its obligations under the Site Lease and this Lease/Purchase Agreement.

(e) No Defaults. The District has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease/Purchase Agreement, or under any of its bonds, notes, or other debt obligations.

(f) Fee Title; Encumbrances. The District is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the District's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held. The Site Lease and this Lease/Purchase Agreement are the only leases that encumber the Leased Property.

(g) Use of the Leased Property. During the term of this Lease/Purchase Agreement, the Leased Property will be used by the District only for the purpose of performing one or more governmental or proprietary functions of the District consistent with the permissible scope of the District's authority.

(h) Current Compliance. The District is in all material respects in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to the Leased Property.

(i) Hazardous Substances. To the knowledge of the District, the Leased Property is free of all Hazardous Substances.

(j) Flooding Risk. To the knowledge of the District, the Leased Property is not located in a flood hazard area.

(k) Value of Leased Property. As of [_____] 2016, the insured real-property value of the Leased Property is \$[_____].

(l) Fair Rental Value. The Leased Property has a fair rental value, for each Rental Period and in the aggregate, that is at least equal to the Rental Payments for each Rental Period and in the aggregate.

(m) Financial Condition. The financial statements of the District for the year ended June 30, 2015, supplied to the Lender (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the District's financial condition as of the date of the statements. There has been no material adverse change in the District's financial condition subsequent to June 30, 2015.

(n) Role of the Lender. The District acknowledges that: (i) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the District on other matters); (ii) the Lender is acting solely as an assignee of the Corporation's interests in

the Lease/Purchase Agreement for its own account and not as a fiduciary for the District or in the capacity of financial advisor or placement agent with respect to the Lease/Purchase Agreement or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (iii) the Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the District (including to any financial advisor or placement agent engaged by the District) with respect to its purchase of the Corporation's interests in the Lease/Purchase Agreement; and (iv) each of the District, its financial advisor, and its placement agent (if any) will seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the execution and delivery of this Lease/Purchase Agreement from its financial, legal, and other advisors (and not the Lender) to the extent that the District, its financial advisor or its placement agent (if any) desires, should, or needs to obtain such advice. The District acknowledges that the Lender has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the District's financial advisor or placement agent (if any), or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the District's financial advisor or placement agent, with respect to any such matters.

(o) Essential Facilities. The Leased Property is essential to the fulfillment of the District's governmental purposes.

(p) Useful Life. The Leased Property has a remaining useful life that extends to at least [_____, 20__].

(q) No Material Adverse Change. Other than as described in the Audited Financial Report for fiscal year 2013-14 and otherwise disclosed to the Lender, (i) there has been no change in the assets, liabilities, financial position or results of operations of the District which might reasonably be anticipated to cause a Material Adverse Effect; (ii) the District has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect; or (iii) the District has not (A) incurred any material indebtedness on, or lease obligations payable from, its general fund, other than the Rental Payments, and trade accounts payable arising in the ordinary course of the District's business and not past due, or (B) guaranteed the indebtedness of any other person.

(r) Accuracy of Information. All information, reports and other papers and data furnished by the District to the Lender were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Lender a true and accurate knowledge of the subject matter and were provided in expectation of the Lender's reliance thereon in entering into the transactions contemplated by this Lease/Purchase Agreement. No fact is known to the District which has had or, so far as the District can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Lender or in other such information, reports, papers and data or otherwise disclosed in

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writing to the Lender prior to the Closing Date. Any financial, budget and other projections furnished to the Lender by the District or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the District's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Lender in connection with the negotiation, preparation or execution of this Lease/Purchase Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(s) Notices. During the Term of this Lease/Purchase Agreement, the District shall provide to the Lender: (i) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an event of default under this Lease/Purchase Agreement, together with a detailed statement by a representative of the District of the steps being taken by the District to cure the effect of such Event of Default; (ii) prompt written notice of any Material Litigation or event causing a Material Adverse Effect, or any investigation, inquiry or similar proceeding by any Governmental Corporation; and (iii) with reasonable promptness, such other information respecting the District, and the operations, affairs and financial condition of the District as the Lender may from time to time reasonably request.

Section 2.2. Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the District as follows:

(a) Valid Existence. The Corporation has been duly organized and is validly existing as a nonprofit public benefit corporation organized and existing under the laws of the State.

(b) Power to Enter into Agreements. The Corporation is authorized under the terms of its articles of incorporation and bylaws to enter into the Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement and perform all of its obligations thereunder and hereunder.

(c) Due Authorization. The Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement have been duly authorized by all necessary action on the part of the Corporation.

(d) Enforceability of Agreements. The Corporation represents, covenants, and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement (except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and by the application of equitable principles).

ARTICLE III

LEASE OF LEASED PROPERTY

Section 3.1. Lease of Leased Property. The Corporation hereby demises and leases to the District, and the District hereby rents and hires from the Corporation, the Leased Property in accordance with the provisions of this Lease/Purchase Agreement, to have and to hold for the term of this Lease/Purchase Agreement.

Section 3.2. No Merger of Estates. The leasing by the Corporation to the District of the Leased Property pursuant to this Lease/Purchase Agreement shall not effect or result in a merger of the District's leasehold estate pursuant hereto and its fee estate. The Corporation shall continue to have and hold a leasehold estate in the Leased Property pursuant to the Site Lease throughout the term thereof and the term of this Lease/Purchase Agreement. As to the Leased Property, this Lease/Purchase Agreement shall be deemed and constitute a sublease.

Section 3.3. Lease Term; Occupancy.

(a) Term. The term of this Lease/Purchase Agreement shall commence on the Funding Date and shall end on [_____, 20__], unless such term is extended or sooner terminated as hereinafter provided. If on [_____, 20__], the rental payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental abatement insurance or other sources, or the District shall have defaulted in its payment of rental hereunder or any Event of Default has occurred and continues without cure by the District, then the term of this Lease/Purchase Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, but not to exceed ten (10) years. When the aggregate rental paid under this Lease/Purchase Agreement equals the total rental originally scheduled herein, and the District has paid and performed in full all of its other obligations under this Lease/Purchase Agreement, the term of this Lease/Purchase Agreement shall end ten (10) days thereafter or ten (10) days after written notice by the District to the Corporation, whichever is earlier.

(b) Occupancy. The District will take possession of the Leased Property upon commencement of the term of this Lease/Purchase Agreement.

Section 3.4. Modifications to the Leased Property. Subject to Section 5.5 (Liens) hereof, the District shall, at its own expense, have the right to remodel, make alterations or improvements to, or attach fixtures, structures, or signs to the Leased Property if the alterations, improvements, fixtures, structures, or signs are necessary or beneficial for the use of the Leased Property by the District, provided, however, that such actions by the District shall not materially adversely affect the value of the Leased Property.

Section 3.5. Title to the Leased Property. Upon the termination or expiration of the term of this Lease/Purchase Agreement, title to the Leased Property shall vest in the District.

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Section 3.6. Actions in the Event of Uninsured Casualty.

(a) Substitution of Property. If the Leased Property is damaged or destroyed owing to a risk (such as earthquake) against which the District is not insured and for which rental abatement insurance is not available, the District shall substitute under the Site Lease and this Lease/Purchase Agreement one or more parcels of unimpaired and unencumbered real property the insured value of which is at least one hundred ten percent (110%) of the unpaid principal components of the Rental Payments, unless Lender shall consent, in writing, to a lesser value.

(b) Refinancing. If the District is unable to substitute real property for the Leased Property in the amount required under subsection A above, the District shall use its best efforts to prepay principal components of the Rental Payments such that the insured value of the undamaged Leased Property is at least one hundred ten percent (110%) of the remaining unpaid principal components of the Rental Payments.

(c) Subordination. If the District is unable to implement either (A) or (B) above, the District and the Corporation hereby agree that the obligations evidenced by this Lease/Purchase Agreement shall be the senior encumbrance on the Leased Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease/Purchase Agreement and there shall be no payments during the Lease Term on the obligations evidenced or secured thereby until all of the scheduled Rental Payments set forth on Exhibit B hereto have been paid in full.

Section 3.7. Substitution, Addition or Deletion. The District and the Corporation may substitute alternate real property for any real property that constitutes the Leased Property, or add or delete real property that constitutes the Leased Property for purposes of the Site Lease and this Lease/Purchase Agreement, or alter the term of the Site Lease and this Lease/Purchase Agreement as to any portion of the property constituting the Leased Property with the prior written consent of the Lender, which consent shall be conditioned upon the Lender's credit review and approval of the proposed substitution, addition or deletion to the Leased Property. Any substitution, addition, or deletion of real property hereunder shall occur only after the District shall have filed with the Lender all of the following:

(a) Documents. Executed copies of the amended Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement containing the amended description of the leased property.

(b) Recording. A Statement of the District certifying that the amended Site Lease, Lease/Purchase Agreement, and Assignment Agreement, or memoranda thereof, have been duly recorded in the official records of the

(c) Insured Value. Evidence showing that the insured value of the property that will constitute the leased property after such substitution, addition, deletion, or change of term will be at least equal to 110% of the outstanding principal component of Rental Payments, unless Lender consented, in writing, to a lesser value.

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(d) Fair Rental Value. A Statement of the District certifying that the property that will constitute the leased property after the substitution, addition, deletion, or change of term has a fair rental value, for each Rental Period and in the aggregate, that is at least equal to the remaining Rental Payments for each Rental Period and in the aggregate.

(e) No Prior Liens. A Statement of the District certifying that the property that will constitute the leased property after the substitution, addition, deletion, or change of term is not subject to any liens securing monetary obligations (other than Permitted Encumbrances), unless such liens are subordinate to the interest of the Corporation created by this Lease/Purchase Agreement.

(f) Essential Leased Property; No Abatement. A Statement of the District certifying that the property that will constitute the leased property after the substitution, addition, deletion, or change of term (i) is essential to the fulfillment of the District's governmental purposes and (ii) is not subject to an event giving rise to an abatement of Rental Payments under Section 4.6 hereof.

(g) No Effect on Occupancy; Useful Life. A Statement of the District certifying that such substitution, addition, deletion, or change of term does not adversely affect the District's use and occupancy of the Leased Property and that the Leased Property, as amended, have a useful life extending at least to the date of termination of this Lease/Purchase Agreement.

(h) Opinion of Counsel. An Opinion of Counsel stating that the amendments to the Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement that implement the substitution, addition, deletion, or change of term (1) are authorized or permitted by and comply with the Constitution and laws of the State of California; and (2) upon execution and delivery will be valid, binding, and enforceable obligations of the District and the Corporation.

(i) Upon the submission to the Lender of the information set forth above following designation of the alternate property, the Lender may initially request additional evidence or other such information from the District regarding the insurable value of the property that will constitute the leased property after the substitution, addition, deletion, or change of term, indicating that such value is in excess of the then unpaid principal component of the Rental Payments. The District shall promptly respond to any such request from the Lender for additional information. If further evidence and information is necessary to establish the insurable value of the property, an independent appraisal may be required by the Lender, and in such event, the District will provide such independent appraisal to the Lender upon request at the Lender's expense.

Such other information, documents, and instruments as the Lender shall reasonably request, including (if requested and at the Lender's expense) an independent appraisal or evidence of the insurable value of the property that will constitute the leased property after the substitution, addition, deletion, or change of term indicating that such value is in excess of the then unpaid principal component of the Rental Payments.

ARTICLE IV

RENTAL PAYMENTS

Section 4.1. Rental Payments. The District agrees to pay to the Corporation, its successor or assigns, as rental for the use of the Leased Property (subject to the provisions of Section 4.6 (Abatement of Rental) hereof) the following amounts, at the following times, in the manner hereinafter set forth:

(a) Amount and Timing. The District shall pay rental payments, comprising principal and interest components, in installments of the amounts and at the times set forth in the Schedule of Rental Payments attached as Exhibit B hereto. The interest components of the Rental Payments shall be paid by the District as and constitute interest paid on the principal components of the Rental Payments.

(b) Extension of Lease Term. If the term of this Lease/Purchase Agreement shall have been extended pursuant to Section 3.3 (Lease Term; Occupancy) hereof because of an abatement of rental, Rental Payments shall continue to be due as described herein. Rental Payment installments shall continue to be payable in installments on [_____] in each year, continuing to and including the date of termination of this Lease/Purchase Agreement. Upon such extension of this Lease/Purchase Agreement, the principal and interest components of the Rental Payments shall be established so that the principal components will, in the aggregate, be sufficient to pay all unpaid principal components and the interest components will be sufficient to pay all unpaid interest components plus interest on the extended principal components at the Effective Interest Rate, computed on the basis of a 360-day year composed of twelve 30-day months.

(c) Rental Period. Each payment of Rental Payments shall be for the use of the Leased Property for the twelve-month period ending on the Payment Date.

(d) Medium and Place of Payment. Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Lender, as assignee of the Corporation.

(e) Rate on Overdue Payments. Any Rental Payment installment that is not paid when due shall bear interest at the rate of twelve percent (12%), or such lesser rate allowed by law, from the date the installment was due hereunder until the same shall be paid.

Section 4.2. Allocation of Rental Payments. All Rental Payments received shall be applied first to the interest components of the Rental Payments due hereunder, then to the principal components of the Rental Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

Section 4.3. No Offsets. Notwithstanding any dispute between the Corporation and the District, the District shall make all Rental Payments when due without deduction or offset of any

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kind and shall not withhold any Rental Payments pending the final resolution of such dispute. If it is determined that the District was not liable for the Rental Payments or any portion thereof, the payments or excess payments, as the case may be, shall, at the option of the District, be credited against subsequent Rental Payments due hereunder or be refunded at the time of such determination.

Section 4.4. Net Lease. This Lease/Purchase Agreement shall be deemed and construed to be a “net-net-net lease” and the District hereby agrees that the Rental Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges, or setoffs whatsoever.

Section 4.5. Covenant to Budget and Appropriate. The District covenants and agrees to take such action as may be necessary to include all Rental Payments due hereunder in its annual budgets and to make the necessary annual appropriations for all such Rental Payments. Annually within thirty (30) days of the adoption of the budget, the District will furnish to the Lender a Certificate of the District certifying that such budget contains the necessary appropriation for all Rental Payments. If requested in writing by the Lender, the District will furnish a copy of such budget.

The agreements and covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the agreements and covenants in this Lease/Purchase Agreement agreed to be carried out and performed by the District.

Section 4.6. Abatement of Rental. Rental Payments shall be abated proportionately during any period in which, by reason of damage to, destruction of, taking under the power of eminent domain (or sale to any entity threatening the use of such power) of, or title defect with respect to any portion of the Leased Property, there is substantial interference with the use and possession of the Leased Property or a portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portion of the Leased Property not so interfered with. Such abatement shall commence with the date of such interference and shall end only with cure thereof.

Section 4.7. No Termination Upon Damage or Destruction. The District waives the benefits of Civil Code Sections 1932, subd. 2, and 1933, subd. 4, and any and all other rights to terminate this Lease/Purchase Agreement by virtue of any damage to or destruction of the Leased Property.

Section 4.8. Contributions/Advances. Nothing contained in this Lease/Purchase Agreement shall prevent the District from making contributions or advances to the Corporation from time to time for any purpose now or hereafter authorized by law, including the making of repairs to, or the restoration of, the Leased Property in the event of damage to or the destruction of the Leased Property.

Section 4.9. Prepayment. On any date on or after [_____, 20__], the District may prepay its obligations hereunder in whole by paying to the Lender a prepayment price equal to the

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[100%] of the unpaid principal components of the Rental Payments plus interest thereon from the last Payment Date to the date fixed for prepayment at the Effective Interest Rate, computed on the basis of a 360-day year composed of twelve 30-day months, plus the amount of any interest components of the Rental Payments that were abated and that have not been otherwise paid from rental abatement insurance or other sources or paid during an extension of the lease term. The District shall, at least thirty (30) days prior to such prepayment, notify the Lender of its intention to prepay its obligations hereunder, unless the Lender shall agree to a shorter notification period.

The District agrees that, if following such prepayment the Leased Property is damaged or destroyed or taken by eminent domain, it is not entitled to, and by such prepayment waives the right of, abatement of such prepaid Rental Payments and shall not be entitled to any reimbursement of such Rental Payments. Upon such prepayment, and satisfaction of all other obligations of the District hereunder, the term of this Lease/Purchase Agreement shall terminate.

ARTICLE V

COVENANTS

Section 5.1. Quiet Enjoyment. The Corporation hereby covenants to provide the District during the term of this Lease/Purchase Agreement with quiet use and enjoyment of the Leased Property and the District shall during the term of this Lease/Purchase Agreement peaceably and quietly have, hold, and enjoy the Leased Property without suit, trouble, or hindrance from the Corporation, so long as the District observes and performs its covenants and agreements and is not in default hereunder.

Section 5.2. Right of Entry. Upon reasonable notice and in accordance with District policies regarding entry into District sites, the Corporation and its assignees shall have the right (but not the duty) to enter the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Corporation's or the District's rights or obligations under this Lease/Purchase Agreement, and (c) for all other lawful purposes.

Section 5.3. Maintenance of the Leased Property by District. The District agrees that, at all times during the term of this Lease/Purchase Agreement, the District will, at the District's own cost and expense, maintain, preserve, and keep the Leased Property and every portion thereof in good repair, working order, and condition and that the District will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals.

Section 5.4. Taxes and Other Governmental Charges; Utility Charges; Contest of Charges.

(a) Taxes and Other Governmental Charges on the Leased Property. The parties to this Lease/Purchase Agreement contemplate that the Leased Property will be used for governmental purposes of the District and, therefore, that the Leased Property will be exempt from all taxes presently assessed and levied with respect to property. In

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the event that the use, possession, or acquisition by the District, the Corporation, or the Lender of the Leased Property, or the assignment of the Corporation's interests therein to the Lender, is found to be subject to taxation in any form, the District will pay during the term of this Lease/Purchase Agreement, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property, and any equipment or other property acquired by the District in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Leased Property; provided that, with respect to any governmental charges or taxes that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are accrued during such time as this Lease/Purchase Agreement is in effect.

(b) Utility Charges. The District shall pay or cause to be paid all gas, water, steam, electricity, heat, power, air conditioning, telephone, utility, and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Leased Property.

(c) Contest of Charges. The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, or other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lender shall notify the District that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Lender in the Leased Property will be materially endangered or the Leased Property, or any part thereof, will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments, or charges or provide the Lender with full security against any loss that may result from nonpayment, in form satisfactory to the Lender.

Section 5.5. Liens. If the District shall at any time during the term of this Lease/Purchase Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Leased Property, the District shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or for the District in, upon or about the Leased Property and shall keep the Leased Property free of any and all mechanics' or materialmen's liens or other liens against the Leased Property or the Corporation's interest therein. In the event any such lien attaches to or is filed against the Leased Property or the Corporation's interest therein, the District shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the District desires to contest any such lien it may do so in good faith. If any such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and the stay thereafter expires, the District shall forthwith pay (or cause to be paid) and discharge such judgment. The District agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Corporation, the Lender, their directors, agents, successors and assigns, harmless from and against, and defend each of them against, any claim, demand, loss, damage, liability or expense (including attorney's fees) as a result of any such lien or claim of lien against the Leased Property or the Corporation's interest therein.

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Section 5.6. Environmental Covenants.

(a) Compliance with Laws; No Hazardous Substances. The District will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property. The District shall indemnify and hold the Corporation and the Lender harmless from any liabilities, damages, or expenses incurred in connection with a violation by the District of this Section 5.6(A) (Compliance with Laws; No Hazardous Substances).

(b) Remediation. The District shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances on, from, or affecting the Leased Property, in accordance with all Applicable Environmental Laws and (b) in accordance with the orders and directives of all Federal, State and local governmental authorities.

(c) Notification of the Lender. The District will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Lender, and the District will notify the Lender in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Lender.

(d) Access for Inspection. The District will permit the Lender, its agents, or any experts designated by the Lender to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Lender has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.7. Assignment and Subleasing by District. Neither this Lease/Purchase Agreement nor any interest of the District hereunder shall be mortgaged, pledged, assigned, sublet, or transferred by the District by voluntary act or by operation of law or otherwise, except with the prior written consent of the Lender, which, in the case of subletting, shall not be unreasonably withheld; provided such subletting shall not affect the tax-exempt status of the interest components of the Rental Payments payable by the District hereunder. No such mortgage, pledge, assignment, sublease, or transfer shall in any event affect or reduce the obligation of the District to make the Rental Payments required hereunder.

Notwithstanding the foregoing, the District may allow occasional use of the Leased Property by civic groups for their public purpose and by State and local agencies for their governmental purposes pursuant to joint use agreements and similar arrangements.

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Section 5.8. District Consent to Assignments. Certain of the Corporation's rights under the Site Lease and this Lease/Purchase Agreement, including the right to receive and enforce payment of the Rental Payments, are being assigned to the Lender pursuant to the Assignment Agreement. The District hereby consents to such assignment and to any additional assignment of such rights by the Lender or its assignees. The District agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, that may be reasonably requested by the Lender or its assignees to protect their interests in the Leased Property and in this Lease/Purchase Agreement.

Section 5.9. Corporation's Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE LEASED PROPERTY, OR WARRANTY WITH RESPECT THERETO. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION HAS NOT CONSTRUCTED THE LEASED PROPERTY AND IS NOT A REAL ESTATE BROKER, THAT THE DISTRICT LEASES THE LEASED PROPERTY AS-IS, ITS BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. In no event shall the Corporation or the Lender be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Lease/Purchase Agreement or the existence, furnishing, functioning, or the District's use of the Leased Property or any item or products or services provided for in this Lease/Purchase Agreement.

Section 5.10. Corporation and Lender Not Liable; Indemnification of the Corporation and the Lender. The Corporation and the Lender and their directors, officers, agents, and employees shall not be liable to the District or to any other party whomsoever for any death, injury, or damage that may result to any person or property by or from any cause whatsoever in, on or about the Leased Property.

The District shall to the full extent then permitted by law, indemnify, protect, hold harmless, save, and keep harmless the Corporation and its assignees (including the Lender) and their directors, officers, and employees from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Lease/Purchase Agreement or any other agreement entered into in connection herewith or therewith, the design or ownership of the Leased Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any part of the Leased Property, or any accident in connection with the operation, use, condition, possession, storage, or return of any item of the Leased Property resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the District or the Corporation; any claim for patent, trademark, or copyright infringement; and any claim arising out of strict liability in tort. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease/Purchase Agreement or the termination of the term of this Lease/Purchase Agreement for any reason. The District and the Corporation mutually agree to promptly give notice to each

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other and the Lender of any claim or liability hereby indemnified against following either's learning thereof.

Section 5.11. Federal Income Tax Covenants. The District shall at all times do and perform all acts and things permitted by law and this Lease/Purchase Agreement that are necessary and desirable in order to assure that the interest component of the Rental Payments will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the District agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the District's obligations hereunder.

Section 5.12. Further Assurances. The District and the Corporation agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of this Lease/Purchase Agreement.

Section 5.13. Financial Statements. During the term of this Lease/Purchase Agreement, the District shall, at the request of the Lender, furnish or cause to be furnished to the Lender, at the District's expense, (i) the audited financial statements of the District within six (6) months of the end of the Fiscal Year, or as soon as practicable thereafter, and (ii) any interim or unaudited financial statements that may be reasonably requested by the Lender as soon as available. Any audited financial statements furnished to the Lender shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the District's financial condition as of the date of the statements.

Section 5.14. Additional Lease Financings. The District shall not enter into additional lease financings of the same general nature as this Lease/Purchase Agreement (each an "Additional Financing") that encumber its interest in the Leased Property without the prior written consent of Lender. Notwithstanding the foregoing, nothing herein shall prohibit the District from entering into Additional Financings that encumber its interest in other property of the District, including for the avoidance of any doubt, other property located on the same parcel on which the Leased Property is located; provided, however, that any Additional Financing that encumbers the District's interest in other property of the District located on the same parcel as the Leased Property shall require the consent of the Lender only as to the necessary documentation to effectuate such an Additional Financing.

ARTICLE VI

INSURANCE; EMINENT DOMAIN

Section 6.1. Insurance Coverage. At its own expense, the District shall maintain (i) "all risk" property insurance (which may exclude the risk of earthquake and may exclude the risk of flood, unless the Leased Property is mapped into a flood hazard zone) insuring the Leased Property against loss or damage, which insurance shall be provided by an insurer rated no less than "A" by A.M. Best, or as otherwise approved by the Lender, in an amount equal to 100% of

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the replacement cost without deduction for depreciation; (ii) liability insurance that protects the Lender from liability in all events in a reasonable amount satisfactory to the Lender; (iii) rental abatement insurance in an amount equal to at least two years' Rental Payments; (iv) workers' compensation insurance covering all employees working on, in, near or about the Leased Property; [and (v) title insurance on the Leased Property, in the form of a CLTA leasehold owner's title policy in an amount equal to the aggregate principal amount due under this Lease/Purchase Agreement, issued by a company of recognized standing duly authorized to issue the same, subject only to Permitted Encumbrances].

If the Leased Property is mapped into a flood hazard zone, at its own expense, the District shall also maintain insurance insuring the Leased Property against loss or damage by flood in an amount equal to the least of (i) the maximum amount of National Flood Insurance Program flood insurance available, (ii) the unpaid principal components of the Rental Payments, and (iii) 100% of the replacement cost of the Leased Property.

Section 6.2. Alternative Risk Management. The District may provide the insurance required by Section 6.1 through (1) a self-insurance method or plan of protection, but only with the Lender's prior written consent, (2) a program involving captive insurance companies, (3) participation in state or federal insurance programs, (4) participation with other public agencies in mutual or other cooperative insurance or other risk management programs, including those made available through joint exercise of powers agencies, or (5) establishment or participation in other alternative risk management programs; provided that the District may not self-insure against the risk of rental abatement. The District may not increase any of its self-insurance retention amounts with respect to the insurance required by Section 6.1 without the Lender's prior written consent.

Section 6.3. General Provisions. All such insurance shall be with insurers that are authorized to issue such insurance in the State of California, (other than the workers' compensation insurance) shall name the Lender as an additional insured, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially and adversely to the interest of the Lender without first giving written notice thereof to the Lender in accordance with the policy terms or memorandum of coverage. The District shall not agree to such changes' becoming effective without the Lender's prior consent, which consent shall not be unreasonably withheld. The District shall, at the Lender's request, furnish to the Lender certificates evidencing such coverage.

The "all risk" insurance shall contain a provision making any losses payable to the Lender and the District as their respective interests may appear. All insurance proceeds from rental abatement insurance shall be paid to the Lender or its assigns and shall be credited toward the payment of Rental Payments in the order in which the Rental Payments come due and payable.

Section 6.4. Advances. In the event the District shall fail to maintain the full insurance coverage required by this Lease/Purchase Agreement or shall fail to keep the Leased Property in good repair and operating condition, the Lender may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and the District

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agrees to reimburse the Lender all amounts so advanced within thirty (30) days of a written request therefor.

Section 6.5. Damage, Destruction, and Condemnation. If (a) the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, or (b) title to, or the temporary use of, the Leased Property or any part thereof is 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, the District and the Corporation shall cause the proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, reconstruction, or replacement of the Leased Property, unless the District has exercised its right to prepay this Lease/Purchase Agreement as provided herein. Any balance of the proceeds not required for such repair, reconstruction, or replacement shall be paid to the District.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. The following events shall be Events of Default:

(a) Payment Default. Failure of the District to pay any Rental Payments payable hereunder when the same become due and payable, time being expressly declared to be of the essence of this Lease/Purchase Agreement;

(b) Breach of Covenant. Failure of the District to keep, observe, or perform any other term, covenant or condition contained herein to be kept or performed by the District for a period of thirty (30) days after notice of the same has been given to the District by the Lender; provided that the Lender shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected, except that such grace period shall not exceed 120 days without the prior written consent of the Lender;

(c) Transfer of District's Interest. Assignment or transfer of the District's interest in this Lease/Purchase Agreement or any part hereof without the written consent of the Lender, either voluntarily or by operation of law or otherwise;

(d) Bankruptcy or Insolvency. Institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the District or of all or substantially all of its assets, by or with the consent of the District, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within sixty (60) days, or agreement by the District with the District's creditors to effect a composition or extension of time to pay the District's debts, or request by the District for a reorganization or to effect a plan of reorganization, or for a readjustment of the District's debts, or a general or any assignment by the District for the benefit of the District's creditors;

Attachment C

(e) Abandonment of the Leased Property. Abandonment by the District of any part of the Leased Property.

Section 7.2. Remedies on Default. Upon the occurrence and during the continuance of an Event of Default, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or the following remedies granted pursuant to this Lease/Purchase Agreement:

(a) Termination of Lease:

(1) Notice of Termination; Re-entry. By written notice to the District, to terminate this Lease/Purchase Agreement and to re-enter the Leased Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Leased Property and place such personal property in storage in any warehouse or other suitable place in the District in which the District is located. In the event of such termination, the District agrees to surrender immediately possession of the Leased Property, without let or hindrance, and to pay the Corporation all damages recoverable at law that the Corporation may incur by reason of default by the District, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Leased Property and removal or storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained.

(2) No Termination Except by Notice. Neither (a) notice to pay rent or to deliver up possession of the Leased Property given pursuant to law, nor (b) any entry or re-entry by the Corporation, nor (c) any proceeding brought by the Corporation to recover possession of the Leased Property, nor (d) the appointment of a receiver upon initiative of the Corporation to protect the Corporation's interests under this Lease/Purchase Agreement shall of itself operate to terminate this Lease/Purchase Agreement. No termination of this Lease/Purchase Agreement on account of default by the District shall be or become effective by operation of law or acts of the parties hereto, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease/Purchase Agreement. The District covenants and agrees that no surrender of the Leased Property or of the remainder of the term hereof or any termination of this Lease/Purchase Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(b) Continuation of Lease; Reletting.

(1) Continuation Remedies. Without terminating this Lease/Purchase Agreement, (a) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the District, regardless of whether or not the District has abandoned the Leased Property, and/or (b) to enter, retake possession of, and re-let the Leased Property. The term

“re-let” or “re-letting” as used in this Article shall include, but not be limited to, re-letting by means of the operation by the Corporation of the Leased Property.

(2) District to Remain Liable. If the Corporation does not elect to terminate this Lease/Purchase Agreement in the manner provided for in subsection (A) hereof, the District shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the District. If the Leased Property is not re-let, the District agrees to pay the full amount of the rent to the end of the term of this Lease/Purchase Agreement; if the Leased Property is re-let, the District agrees to pay any deficiency in rent that results therefrom. The District further agrees to pay the rent punctually at the same time and in the same manner as for the payment of rent hereunder (without acceleration), notwithstanding the fact that the Corporation may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified and notwithstanding any entry or re-entry by the Corporation or proceeding brought by the Corporation to recover possession of the Leased Property.

(3) Agency. Should the Corporation elect to enter or re-enter the Leased Property as herein provided, the District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to re-let the Leased Property, or any item or part thereof, from time to time, either in the Corporation’s name or otherwise, upon such terms and conditions and for such use and period as the Corporation may deem advisable. The District further appoints the Corporation as its agent to remove all persons in possession of the Leased Property and all personal property whatsoever situated upon the Leased Property and to place such personal property in storage in any warehouse or other suitable place in the District in which the District is located, for the account of and at the expense of the District. The District hereby exempts and agrees to save harmless the Corporation from any costs, loss, or damage whatsoever arising out of, in connection with, or incident to any such retaking of possession and re-letting of the Leased Property and removal and storage of such property by the Corporation or its duly authorized agents in accordance herewith.

(4) Adequate Notice. The District agrees that the terms of this Lease/Purchase Agreement constitute full and sufficient notice of the right of the Corporation to re-let the Leased Property and to do all other acts to maintain or preserve the Leased Property as the Corporation deems necessary or desirable in the event of such retaking or re-entry without effecting a surrender of this Lease/Purchase Agreement, and further agrees that no acts of the Corporation in attempting such re-letting shall constitute a surrender or termination of this Lease/Purchase Agreement, irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease/Purchase Agreement shall vest in the Corporation to be effected in the sole and exclusive manner provided for in subsection (A) hereof.

(5) Waiver of Right to Excess Rent; Agreement to Pay Costs. The District further waives the right to rental obtained by the Corporation in excess of the rental herein specified and hereby conveys and releases such excess to the Corporation as compensation to the Corporation for its services in re-letting the Leased Property or any items or part thereof. The District further agrees to pay the Corporation the cost of any alterations or repairs or additions to the Leased Property or any items or part thereof necessary to place the Leased Property or any items or part thereof in condition for re-letting immediately upon notice to the District of the completion and installation of such additions or repairs or alterations.

The District hereby waives any and all claims for damages caused or that may be caused by the Corporation in entering or re-entering and taking possession of the Leased Property as herein provided and all claims for damages that may result from the destruction of or injury to the Leased Property and all claims for damages to or loss of any property belonging to the District, or any other person, that may be in or upon the Leased Property.

Section 7.3. No Acceleration. Notwithstanding anything herein to the contrary, there shall be no right under any circumstance to accelerate the Rental Payments or otherwise declare any Rental Payments not yet due to be immediately due and payable.

Section 7.4. No Remedy Exclusive. Each and all of the remedies given to the Corporation hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Corporation to any or all other remedies. If any statute or rule of law validly shall limit the remedies given to the Corporation hereunder, the Corporation nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

Section 7.5. Corporation Defaults; District Remedies.

(a) Corporation Defaults. The Corporation shall in no event be in default in the performance of any of its obligations hereunder or imposed by any statute or rule of law unless and until the Corporation shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the District to the Corporation properly specifying wherein the Corporation has failed to perform any such obligation.

(b) District Remedies. The Corporation's failure to perform any of its obligations hereunder shall not be an event permitting the nonpayment of rent by the District. The parties hereto agree that the performance of the Corporation is unique, that the remedies at law for the Corporation's nonperformance would be inadequate, and that the District shall institute a suit for specific performance by the Corporation upon any default by the Corporation.

Section 7.6. Attorneys' Fees. Upon the occurrence of an Event of Default, the District agrees to pay to Corporation or reimburse Corporation for, in addition to all other amounts due hereunder, all of Corporation's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon

Attachment C

written notice and demand given to the District. If suit or action is instituted to enforce any of the terms of this Lease/Purchase Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

Section 7.7. No Additional Waiver. Failure of the Corporation to take advantage of any default on the part of the District shall not be, or be construed as, a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this Lease/Purchase Agreement be construed to waive or to lessen the right of the Corporation to insist upon performance by the District of any term, covenant or condition hereof, or to exercise any rights given the Corporation on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance of rent hereunder shall not be, nor be construed to be, a waiver of any term, covenant or condition of this Lease/Purchase Agreement.

Section 7.8. Application of Amounts Collected. All amounts collected by the Corporation under this Article shall be credited towards the Rental Payments in order of Payment Dates.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Binding Effect. This Lease/Purchase Agreement shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

Section 8.2. Severability. In the event any provision of this Lease/Purchase Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.3. Applicable Law. This Lease/Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 8.4. Interested Parties. To the extent that this Lease/Purchase Agreement confers upon or gives or grants to the Insurer any right, remedy or claim under or by reason of this Lease/Purchase Agreement, the Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right remedy or claim conferred, given or granted hereunder.

Attachment C

Section 8.5. Execution in Counterparts. This Lease/Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Attachment C

IN WITNESS WHEREOF, the Corporation has caused this Lease/Purchase Agreement to be executed in its name by its duly authorized officer, and the District has caused this Lease/Purchase Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

MORAGA-ORINDA FIRE PROTECTION DISTRICT
PUBLIC FACILITIES FINANCING CORPORATION

By: _____
Executive Director

MORAGA-ORINDA FIRE PROTECTION DISTRICT

By: _____
Fire Chief

Attachment C

[NEW NOTARY FORM TO BE COMPLETED AND INSERTED]

Attachment C

[NEW NOTARY FORM TO BE COMPLETED AND INSERTED]

EXHIBIT A

PROPERTY DESCRIPTION

Station 42 and Station 44 and the real property immediately under said buildings and the improvements thereon, located at 555 Moraga Road, Moraga, CA 94556 and 295 Orchard Road, Orinda, CA 94563, respectively, on a portion of the real property of the District described as follows:

[TO COME]

APN/Parcel ID(s): _____

Attachment C

CERTIFICATE OF ACCEPTANCE
BY PUBLIC AGENCY
(Cal. Gov. Code §27281)

This is to certify that the interest in real property conveyed by the within and foregoing Lease/Purchase Agreement to the Moraga-Orinda Fire Protection District, a fire protection district formed under the laws of the State of California, by the Moraga-Orinda Fire Protection District Public Facilities Financing Corporation, is hereby accepted by order of its Board of Directors, and the District consents to recordation thereof by its duly authorized officer.

Moraga-Orinda Fire Protection District,
a fire protection district formed under the laws
of the State of California

Date: _____, 2016

Fire Chief

Attachment C

[NEW NOTARY FORM TO BE COMPLETED AND INSERTED]

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

<u>DATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
-------------	------------------	-----------------	--------------

TOTAL

Effective Interest Rate: ____%

2604636.2

Recording Requested By:)
 Moraga-Orinda Fire Protection District)

When Recorded Mail To:)

Meyers Nave)
 575 Market Street, Suite 2080)
 San Francisco, California 94105)
 Attn: Henry Har, Esq.)

This transaction is exempt from California documentary transfer tax pursuant to section 11929 of the California Revenue and Taxation Code. This document is recorded for the benefit of the Moraga-Orinda Fire Protection District, and recording is fee-exempt under section 27383 of the Government Code. (Lease less than 35 years.)

SITE LEASE

Dated as of May 1, 2016

by and between the

MORAGA-ORINDA FIRE PROTECTION DISTRICT

and the

MORAGA-ORINDA FIRE PROTECTION DISTRICT
 PUBLIC FACILITIES FINANCING CORPORATION

relating to

**MORAGA-ORINDA FIRE PROTECTION DISTRICT
 2016 LEASE/PURCHASE**

SITE LEASE

This SITE LEASE is dated and entered into as of May 1, 2016 (this “Site Lease”), by and between the MORAGA-ORINDA FIRE PROTECTION DISTRICT, a fire protection district organized and existing under the laws of the State of California (the “District”), as lessor hereunder, and the MORAGA-ORINDA FIRE PROTECTION DISTRICT PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the “Corporation”), as lessee hereunder.

WITNESSETH:

WHEREAS, pursuant to the request of the Board of Directors (the “Board”) of the District, the Corporation intends to assist the District in financing the construction, renovation and equipping of Station 43 in Orinda, California and delivery costs relating thereto; and

WHEREAS, such financing will be accomplished by (i) the Corporation’s entering into a site lease (the “Site Lease”) with the District, whereby the District will lease property (the “Leased Property”) to the Corporation in exchange for an advance rental, (ii) the Corporation’s leasing the Leased Property back to the District pursuant to a leaseback agreement (the “Lease/Purchase Agreement”), under which the District will be obligated to make Rental Payments (as such term is defined in the Lease/Purchase Agreement) to the Corporation; and (iii) the Corporation’s assignment without recourse of all rights to receive such Rental Payments to [LENDER], a _____ (the “Lender”), in exchange for the amount of the advance rental payable by the Corporation under the Site Lease, pursuant to an assignment agreement (the “Assignment Agreement”); and

NOW, THEREFORE, it is hereby mutually agreed as follows:

SECTION 1. District Representations and Certifications to Lender. The District hereby certifies and represents, warrants, covenants, agrees and acknowledges as follows:

(a) This Site Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution.

(b) To the best of its knowledge, the District is not in breach or default of any of the terms, conditions or provisions of this Site Lease.

(c) To the best of the District’s knowledge, neither the Corporation or the Lender is or will be, in any respect, in default under the terms and provisions of the Site Lease. Further, to the best of the District’s knowledge, the District knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default under the terms of the Site Lease by the District.

(d) The District has not currently encumbered its fee interest in the Leased Property to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site Lease and the Lease Agreement which is being recorded concurrently herewith.

Attachment D

(e) The District acknowledges and hereby consents to the Lease Agreement.

(h) Except to for the amount referenced in Section 4, no additional rent is or will be due under the Site Lease by the Corporation or Lender through the Term of this Site Lease and the Corporation and Lender have satisfied all of its obligations under this Site Lease through the Term of this Site Lease.

(j) During the term of this Site Lease, the District will not further encumber its interest in the Leased Property without the prior written consent of Lender.

(k) The District acknowledges that this Site Lease cannot be terminated by the District for any reason, other than as provided in Section 3.

(l) Notwithstanding any Site Lease provisions to the contrary, policies casualty, and extended coverage insurance shall be carried by the District covering the Leased Property with a loss payable clause to Lender.

SECTION 2. Leased Property. The District hereby leases to the Corporation, and the Corporation hereby hires from the District, on the terms and conditions hereinafter set forth, Station 42 and Station 44 and the real property immediately under said buildings and the improvements thereon, located at 555 Moraga Road, Moraga, CA 94556 and 295 Orchard Road, Orinda, CA 94563, respectively, on a portion of the real property of the District described in Exhibit A attached hereto and made a part hereof (the “Leased Property”).

SECTION 3. Term. The term of this Site Lease shall commence on the Funding Date, as that term is defined in the Lease/Purchase Agreement, and shall end on [_____, 20__], unless such term is extended or sooner terminated as hereinafter provided. If the term of the Lease/Purchase Agreement is extended, the term of this Site Lease shall be extended commensurately. If the District has paid and performed in full all of its obligations under the Lease/Purchase Agreement, the term of this Site Lease shall end.

SECTION 4. Rental. As and for advance rental hereunder for the entire term hereof, the Corporation shall transfer to or for the account of the District the sum of [_____ DOLLARS (\$_____)], on or before the date of commencement of the term of this Site Lease. The Corporation hereby waives any right that it may have under the laws of the State of California to a rebate of such rental in full or in part in the event there is substantial interference with the use and right to possession by the Corporation of the Leased Property or portion thereof as a result of material damage, destruction, or condemnation.

SECTION 5. Application of Rental. The funds representing the advance rental hereunder shall be deposited as follows:

(a) the amount of \$[_____] shall be deposited into a project fund held by the District.

SECTION 6. Purpose. The Corporation shall use the leased property solely for the purpose of leasing the Leased Property to the District pursuant to the Lease/Purchase Agreement

Attachment D

and for such purposes as may be incidental thereto; provided that in the event of default by the District under the Lease/Purchase Agreement the Corporation may exercise the remedies provided in the Lease/Purchase Agreement.

SECTION 7. Owner in Fee. The District covenants that it is the owner in fee of the Leased Property described on Exhibit A. The District is conveying an estate for a term of years in the Leased Property to the Corporation pursuant to this Site Lease. If a defect in the District's title to the Leased Property impairs its right to use and occupy the Leased Property, the District covenants that it will exercise its condemnation powers to the extent permitted by law to obtain the necessary rights in the Leased Property to cure such defect and limitation of its right to use and occupancy.

SECTION 8. Assignment and Subleases. The Corporation may not assign its rights under this Site Lease or sublet the Leased Property, without the written consent of the District; provided, however, that this Site Lease may be assigned and the Leased Property subleased, as a whole or in part, by the Corporation or its successor in interest without the consent of the District, if any event of default occurs under the Lease/Purchase Agreement.

SECTION 9. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

SECTION 10. Surrender of Possession. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property to the District, without warranty as to condition, and agrees that any permanent improvements and structures existing upon the Leased Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

SECTION 11. Default. If the Corporation defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease/Purchase Agreement shall be deemed to occur as a result thereof; provided, however, that the District shall have no power to terminate this Site Lease by reason of any default on the part of the Corporation if such termination would affect or impair any assignment or sublease of all or any part of the Leased Property then in effect between the Corporation and any assignee or subtenant of the Corporation (other than the District under the Lease/Purchase Agreement). So long as any such assignee or subtenant of the Corporation shall duly perform the terms and conditions of this Site Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the District hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

SECTION 12. Quiet Enjoyment. The Corporation at all times during the term of this Site Lease, subject to the provisions of Section 11 hereof, shall peaceably and quietly have, hold and enjoy all of the Leased Property.

Attachment D

SECTION 13. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Corporation shall be solely liabilities of the Corporation as a corporation, and the District hereby releases each and every member of the board of directors and officer of the Corporation of and from any personal or individual liability under this Site Lease unless such person acted outside of the scope of his or her duties. No member of the board of directors or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site Lease to the District or to any other party whomsoever for anything done or omitted to be done by the Corporation hereunder.

SECTION 14. Taxes. The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

SECTION 15. Eminent Domain. If the whole or any part of the improvements on the Leased Property is taken by eminent domain proceedings the effect of such taking hereunder shall be in accord with the provisions of the Lease/Purchase Agreement relating thereto.

SECTION 16. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District as follows:

If to the District: Moraga-Orinda Fire Protection District
 1280 Moraga Way
 Moraga, CA 94556
 Attention: Fire Chief

If to the Corporation: Moraga-Orinda Fire Protection District
 Public Facilities Financing Corporation
 1280 Moraga Way
 Moraga, CA 94556
 Attention: Executive Director

or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 18. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Attachment D

SECTION 19. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and which together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Attachment D

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed by their duly authorized officers as of the date and year first above written.

MORAGA-ORINDA FIRE PROTECTION DISTRICT
PUBLIC FACILITIES FINANCING CORPORATION

By: _____
Executive Director

MORAGA-ORINDA FIRE PROTECTION DISTRICT

By: _____
Fire Chief

Attachment D

[NEW NOTARY FORM TO BE COMPLETED AND INSERTED]

Attachment D

[NEW NOTARY FORM TO BE COMPLETED AND INSERTED]

EXHIBIT A

PROPERTY DESCRIPTION

Station 42 and Station 44 and the real property immediately under said buildings and the improvements thereon, located at 555 Moraga Road, Moraga, CA 94556 and 295 Orchard Road, Orinda, CA 94563, respectively, on a portion of the real property of the District described as follows:

[TO COME]

APN/Parcel ID(s): _____

2604635.2



Moraga-Orinda Fire District

TO: Board of Directors
FROM: Grace Santos, District Clerk
DATE: April 20, 2016
SUBJECT: Item 6.3 – Regular Board Meeting Locations

BACKGROUND

At the March 16, 2016 Board meeting, staff was directed to find a balance between meeting in Moraga and Orinda, to find a permanent meeting location (preferably without a stage), look at other locations, and bring back recommendations at the next meeting.

Staff looked into various public facilities in Moraga and Orinda that meet the ADA requirements of the Brown Act. Based on the research conducted, staff recommended the Sarge Littlehale Conference Room for Orinda meetings, and either the Moraga Library Community Room or the Hacienda Mosaic Room for Moraga meetings.

At the April 6, 2016 Board meeting, the Board directed staff to reserve the Orinda Library Auditorium and Garden Room for the first meeting of each month, and the Hacienda Mosaic and Garden Rooms in Moraga for the second meeting of each month.

Staff was able to reserve the Hacienda Mosaic and Garden Rooms beginning May 18 through December 21, 2016 for the second Wednesday meetings (May 18, June 15, July 20, August 17, September 21, October 19, November 16, and December 21, 2016).

Because of scheduling conflicts, staff was only able to secure the Library Auditorium and Garden Room on July 6 and August 3, 2016. The Board will continue to meet in the Sarge Littlehale Room on the first Wednesday of each month (May 4, June 1, September 7, October 5, November 2, and December 7, 2016). Staff requested the use of the Library Auditorium and Garden Room for all the meetings in 2017.

RECOMMENDATION

- 1) Discuss; 2) Deliberate; 3) Provide Direction to Staff



Moraga-Orinda Fire District

TO: Board of Directors
FROM: Stephen Healy, Fire Chief
DATE: April 20, 2016
SUBJECT: Item 6.4 – Lorinda Lane Trail Easement

Background

In January of 2016, staff was approached by the City of Lafayette, who asked the District to consider granting a walking easement that overlays two existing easements on the lower portion of Lorinda Lane.

On April 14, 2016, the City of Lafayette approved negotiating instructions for the Lafayette City Manager, who subsequently offered \$10,000 for the easement. Staff reached a tentative agreement with the City of Lafayette on price and language for the easement. Board approval is required because an easement is a non-possessory transfer of property.

Staff recommends approval of the Easement for the purposes of a walking trail on land owned by the District and described as: certain real property in the City of Lafayette, County of Contra Costa, State of California, identified as Lots A and B (together APN 249-150-017) in the Certificate of Compliance for Lot Line Revision file number LLR02-14 (DOC-2014-0152780-00) as more particularly described in Exhibit “A” and shown in Exhibit “B” attached hereto and made a part hereof (“Grantor Property”) for the price of \$10,000.

RECOMMENDATION

- 1) Discuss, 2) Deliberate, 3) Authorize staff to execute completion of the easement as described above and in the attachment.

ATTACHMENT

1. Attachment-A – Lorinda Lane Plot Map
2. Attachment-B – Walking Trail Easement

EXHIBIT "A"
GRANTOR PROPERTY

Two Sheets Behind This Page

EXHIBIT 'A'

LOT LINE ADJUSTMENT #02-14

LOT 'A': MORAGA ORINDA FIRE DISTRICT

Portion of: (A.P.N. 249-150-017)

Real Property situated in the City of Lafayette, County of Contra Costa, State of California, described as follows:

All of Parcel Three and a portion of Parcel One, as said parcels are described in the Grant Deed to the Moraga Orinda Fire District, recorded July 25, 2013, at Series #2013-0185693), Contra Costa County Records, being further described as follows:

Beginning at Station 'A', said Station 'A' being the Southwest Corner of said Parcel One (2013-0185693); thence leaving said Point of Beginning northerly along the West Line of said Parcel One (2013-0185693) North 00°36'27" East, 377.03 feet; thence leaving said West Line along the "New Lot Lines" the following courses and distances: South 89°23'33" East, 38.37 feet; thence South 44°32'50" East, 126.47 feet; thence South 00°36'27" West, 56.50 feet; thence South 35°15'10" West, 88.65 feet; thence South 00°36'27" West, 12.94 feet; thence South 35°15'25" East, 50.61 feet; thence North 85°53'11" East, 165.62 feet to a point on the East Line of said Parcel One (2013-0185693); thence southerly along said East Line South 16°17'42" East, 71.66 feet to the Northwest Corner of said Parcel Three (2013-0185693); thence along the perimeter of said Parcel Three (2013-0185693) the following courses and distances: North 83°07'52" East, 24.73 feet to the Northeast Corner of said Parcel Three (2013-0185693); thence South 01°34'00" West, 26.54 feet to Southeast Corner of said Parcel Three (2013-0185693); thence along the South Line of said Parcel Three and said Parcel One (2013-0185693), said South Line being common with the North Line of El Nido Ranch Road, a public road, South 85°53'11" West, 318.34 feet **To the Point of Beginning**.

Subject to any and all existing easements.

See Exhibit 'B' (plat maps) attached hereto and made a part hereof:

End of Description.

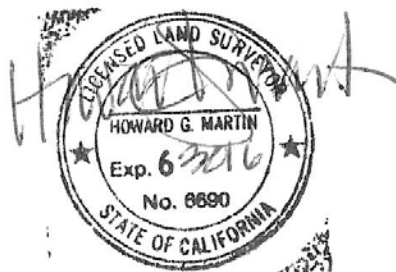


EXHIBIT 'A'

LOT LINE ADJUSTMENT #02-14

LOT 'B': MORAGA ORINDA FIRE DISTRICT

Portion of: (A.P.N. 249-150-017)

Real Property situated in the City of Lafayette, County of Contra Costa, State of California, described as follows:

A Portion of Parcel One, as said parcel is described in the Grant Deed to the Moraga Orinda Fire District, recorded July 25, 2013, at Series #2013-0185693), Contra Costa County Records, being further described as follows:

Commencing at Station 'A', said Station 'A' being the Southwest Corner of said Parcel One (2013-0185693); thence leaving said Point of Commencement northerly along the West Line of said Parcel One (2013-0185693) North 00°36'27" East, 377.03 feet **to the True Point of Beginning**; thence leaving said True Point of Beginning and continuing northerly along said West Line North 00°36'27" East, 128.38 feet to the Northwest Corner of said Parcel One (2013-0185693); thence leaving said Northwest Corner easterly along the North Line of said Parcel One (2013-0185693) South 89°05'02" East, 154.91 feet to the Northeast Corner of said Parcel One (2013-185693); thence leaving said Northeast Corner southerly along the East Line of said Parcel One (2013-0185693) South 16°17'42" West, 403.94 feet **to Station 'B'**, said Station 'B' being a point on the East Line of said Parcel One (2013-0185693) and bearing North 16°17'42" West, 71.66 feet from the Northwest Corner of the aforesaid Parcel Three (2013-0186693); thence leaving said Station 'B' and said East Line along the "New Lot Lines" the following courses and distances: South 85°53'11" West, 165.62 feet; thence North 35°15'25" West, 50.61 feet; thence North 00°36'27" East, 12.94 feet; thence North 35°15'10" East, 88.65 feet; thence North 00°36'27" East, 56.50 feet; thence North 44°32'50" West, 126.47 feet; thence North 89°23'33" West, 38.37 feet **to the True Point of Beginning**.

Subject to any and all existing easements.

See Exhibit 'B' (plat maps) attached hereto and made a part hereof:

End of Description.



EXHIBIT "A-1"
DESCRIPTION OF TRAIL EASEMENT

One Sheet Behind This Page

EXHIBIT 'A-1'

PUBLIC TRAIL EASEMENT

Real property situated in the City of Lafayette, County of Contra Costa, State of California, being described as follows:

All of that Portion of Lorinda Lane lying within the Parcels of Land described in the Grant Deed to the Moraga Orinda Fire District, recorded July 25, 2013, at Series #2013-0185693, Contra Costa County Records, being further described as being a portion of Lot 'A' and a portion of Lot 'B' as said Lots are described and shown on the Certificate of Compliance for Lot Line Adjustment #02-14, recorded September 9, 2014, at Series #2014-0152780, Contra Costa County Records, being further described as follows:


Beginning at the northeast corner of said Lot 'B' (2014-0152780); thence leaving said Point of Beginning southerly along the east property lines of said Lot 'A' and said Lot 'B' (2014-0152780) the following courses and distances: South 16°17'42" East, 475.60 feet; thence North 83°07'52" East, 24.73 feet; thence South 01°34'00" West, 26.54 feet to the southeast corner of said Lot 'A' (2014-0152780); thence leaving said southeast corner westerly along the south line of said Lot 'A' (2014-0152780) South 85°53'11" West, 50.25 feet; thence leaving said south line northerly along the west easement lines of Lorinda Lane as shown on said Certificate of Compliance for Lot Line Adjustment #02-14 (2014-0152780) the following courses and distances: North 01°34'00" East, 25.63 feet; thence North 16°17'42" West, 477.66 feet to a point on the north line of said Lot 'B' (2014-0152780); thence easterly along said north line South 89°05'02" East, 26.17 feet **to the Point of Beginning.**

See Exhibit 'B' (plat map) attached hereto and made a part hereof:

A.P.N. 249-150-017 (a portion of)

End of Description.

By: 
Howard G. Martin, LS #6690



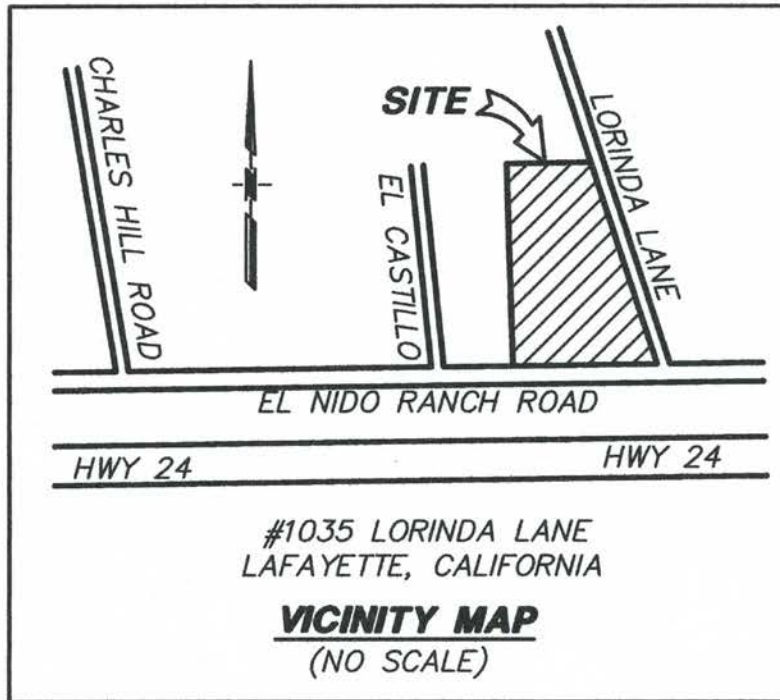
Schell & Martin, Inc.
Civil Engineering & Land Surveying
Lafayette, California

EXHIBIT "B"
MAP OF TRAIL EASEMENT

Two Sheets Behind This Page

EXHIBIT 'B' (PLAT MAP)

SITE BOUNDARY PER:
MORAGA ORINDA FIRE DISTRICT
DEED (2013-0185693)



LEGEND

TE = DENOTES "TRAIL EASEMENT"

REFERENCE DATA:

- A. MORAGA ORINDA FIRE DISTRICT DEED (SERIES 2013-0185693).
- B. SUBDIVISION 5251 (222 M 34).
- C. SUBD. MS 44-77 (70 PM 19).
- D. SUBD. MS 501-95 (172 PM 9).
- E. LLA #02-14 (2014-0152780).



HOWARD G. MARTIN, LS 6690
EXP. DATE 6-30-16

EXHIBIT 'B'
TRAIL EASEMENT
A.P.N. 249-150-017
SCALE: NO SCALE
DATE: FEBRUARY 3, 2016
JOB NO. 409-16 (RUSSELL)

SCHELL & MARTIN, INC.
CIVIL ENGINEERING & LAND SURVEYING
3377 MT. DIABLO BOULEVARD
LAFAYETTE, CALIFORNIA 94549
925.283.8111

EXHIBIT 'B' (PLAT MAP)



SCALE: 1"=100'

LEGEND

TE = DENOTES "TRAIL EASEMENT"

COURSE DATA

- 1. N83°07'52"E 24.73'
- 2. N01°34'00"E 26.54'
- 3. N85°53'11"E 50.25'
- 4. N01°34'00"E 25.63'

EXHIBIT 'B'
TRAIL EASEMENT
A.P.N. 249-150-017

SCALE: NO SCALE
 DATE: FEBRUARY 3, 2016
 JOB NO. 409-16 (RUSSELL)

SCHELL & MARTIN, INC.
 CIVIL ENGINEERING & LAND SURVEYING
 3377 MT. DIABLO BOULEVARD
 LAFAYETTE, CALIFORNIA 94549
 925.283.8111

Attachment B

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Lafayette
3675 Mt. Diablo Blvd., Suite 210
Lafayette, California 94549
Attention: City Clerk/GW

No Recording Fee--Exempt

The undersigned Grantor(s) declare(s): City of Lafayette is exempt from property taxes. (Rev & Tax Code 11922)

Documentary transfer tax is \$ -0-.

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area City of Lafayette

GRANT OF TRAIL EASEMENT

MORAGA-ORINDA Fire District, together with its successors and assigns, ("Grantor"), is the owner in fee of that certain real property in the City of Lafayette, County of Contra Costa, State of California, identified as Lots A and B (together APN 249-150-017) in the Certificate of Compliance for Lot Line Revision file number LLR02-14 (DOC-2014-0152780-00) as more particularly described in Exhibit "A" and shown in Exhibit "B" attached hereto and made a part hereof ("Grantor Property"). The City of Lafayette is a California municipal corporation, together with its successors and assigns, ("Grantee").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, by this Grant of Trail Easement (this "Easement Agreement"), Grantor does hereby GRANT to Grantee, for the benefit of Grantee, and the general public, a permanent irrevocable, non-exclusive easement, in, to, over, across, under and through those portions of Grantor Property identified as "Trail Easement" as more particularly described in Exhibit "A-1" and depicted in Exhibit "B" attached hereto and incorporated by this reference (the "Trail Easement") for the purpose of entering upon the Trail Easement to conduct activities related to the maintenance and repair of the pedestrian trail ("Trail") and for the use thereof by the general public for recreational purposes, together with the right to grant all or a portion thereof to third parties subject to the requirements set forth below. The Trail is intended to be on the existing paved, private road, known as Lorinda Lane.

1. Force Majeure Events. Notwithstanding the attached description of the Trail Easement, both Grantor and Grantee acknowledge that the Trail Easement is subject to movement, degradation, erosion and destruction from various influences including, without limitation, earthquakes, floods, wind, rain or other acts of God or events beyond the control of Grantor or Grantee (collectively, and as applicable, "Force Majeure Events"). Accordingly, Grantor and Grantee agree that the Trail Easement described herein is subject to movement and relocation as a result of any such Force Majeure Events. Upon the occurrence of any Force Majeure Event that results in the movement of the Trail Easement or otherwise results in the total or partial destruction of the Trail Easement granted hereby, Grantor and

Attachment B

Grantee agree to reasonably cooperate with each other in good faith in relocating the Trail Easement or otherwise establishing a new location for the Trail Easement. In furtherance of the foregoing, Grantor and Grantee agree to execute and record an amendment to this Easement Agreement identifying and establishing the revised Trail Easement.

2. Use of Trail Easement. The Trail Easement shall only be used by the public for ingress and egress over the Trail by pedestrians, emergency vehicles and those vehicles and equipment necessary for the maintenance and repair of the Trail Easement by the City. Public use of the Trail shall be governed by the rules and etiquette for such usage as specified in the Municipal Code for the City of Lafayette, Chapter 8-22, Article 3.

3. Prohibited Uses. Any activity on or use of the Trail Easement inconsistent with the purposes of the Trail Easement is prohibited. Without limiting the generality of the foregoing, the following uses are expressly prohibited on/in the Trail Easement:

(a) The Trail Easement is not to be further encroached upon by fences, vegetation, earth mounds, drainage ditches, sheds, animal houses or structures of any kind, unless approved by the Planning and Building Department.

(b) There shall be no dumping of rubbish, building materials, garden clippings, run off water, etc. on the Trail Easement.

(c) Any vegetation shall be planted at sufficient distance from the Trail Easement to ensure that present or future branches do not interfere with safe passage. If said branches do interfere with safe passage and Grantor does not remove them after being requested to do so by the City, the City shall have the right to remove said branches or growth at Grantor's expense.

(d) This Trail Easement is over a private road. If the owner wishes to post signs indicating "Private", then trail signs may also be posted by the Parks, Trails & Recreation Department indicating the Trail and showing appropriate identification and directions for the Trail, including the City of Lafayette logo.

(e) Public passage over the Trail shall not be restricted or obstructed in any manner.

4. Successors and Assignment. The Trail Easement granted hereby shall run with the land and all of the rights and obligations of Grantor and Grantee under this Easement Agreement shall inure to the benefit of their respective successors, transferees and assigns. Grantee shall have the right to assign its rights and obligations under this Easement Agreement, provided that such assignment shall be in writing and shall specifically recite the assignee's agreement to all of the terms and conditions of this Easement Agreement.

5. Grantee's Responsibilities. Grantee shall not block or otherwise constrain the use, maintenance, repair or replacement of the paved roadway that lies on the Trail Easement. Vehicular traffic shall be allowed to access the private properties along the roadway or at the end of the roadway at all times. Any public descriptions of the Trail will remind users of the Trail to respect the private property rights of the owners, to obey the rules for trail usage and to be aware of possible vehicular traffic on this section of the Trail that lies within the Trail Easement being granted herein.

Attachment B

6. Use at Own Risk. The Trail Easement shall be used by members of the public at their own risk. Nothing in this Easement Agreement creates a duty of care by or for Grantor or basis or liability for personal injury or for damage to personal property in connection with the use of the Trail Easement. Grantor and Grantee acknowledge that per California Civil Code § 846, Grantor is relieved of liability associated with allowing the public onto Grantor's property, except as provided for in section 846.

7. Indemnification. City shall indemnify, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor from and against any and all claims, losses, liabilities or damages, including payment of reasonable attorneys' fees, arising out of or relating to City's use of the Easement, except that the City shall not be liable for or be required to indemnify, defend or hold harmless Grantor for any claims, losses, liabilities or damages to the extent they arise out of or result from the willful misconduct or sole or gross negligence of Grantor.

8. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement Agreement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Easement Agreement, to restore the portion of the Easement Area so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement Agreement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement Agreement or injury to any protected values, including damages for any loss thereof, and to require the restoration of the Easement Area to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the protected values of the Easement Area, Grantee may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement Agreement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement Agreement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9. Enforcement; Attorneys' Fees. In the event that either party believes the other party has failed to comply with the terms of this Easement Agreement or wishes to discuss any operational issues concerning the Trail Easement, the parties agree to meet and confer within thirty (30) days of receipt of a written request for consultation. In the event that informal efforts to resolve the dispute are unsuccessful and court proceedings are initiated, the prevailing party in any action to enforce this Agreement shall be entitled to its reasonable attorneys' fees and costs.

10. Grantee's Discretion. Enforcement of the terms of this Easement Agreement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement Agreement in the event of any breach of any term of this Easement Agreement by Grantor shall not be

Attachment B

deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement Agreement or of any of Grantee's rights under this Easement Agreement. No delay or omission by Grantee in the exercise of any right or remedy on any breach by Grantor shall impair such right or remedy or be construed as a waiver.

11. General Provisions.

(a) **Controlling Law.** The interpretation and performance of this Easement Agreement shall be governed by the laws of the State of California.

(b) **Severability.** If any provision of this Easement Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Agreement, all of which are merged herein.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Trail Easement on _____ .

“GRANTOR”*

ORINDA-MORAGA FIRE DISTRICT

Fire Chief

Print Name: _____

“GRANTEE”

CITY OF LAFAYETTE, A MUNICIPAL CORPORATION

Steven Falk, City Manager

*Signature must be notarized.

Attachment B

ATTACHMENTS:

- Exhibit "A" - Grantor Property
- Exhibit "A-1" - Trail Easement
- Exhibit "B" - Map of Trail Easement



Moraga-Orinda Fire District

Fire Chief Stephen Healy

TO: Board of Directors

FROM: Stephen Healy, Fire Chief

DATE: March 16, 2016

SUBJECT: Item 8.3 – District Update and Activity Report: March 2016

OPERATIONS DIVISION

1. INCIDENT RESPONSES: 297
 - a. 157 EMS/Rescue
 - b. 3 Structure Fires
 - c. 28 Vehicle Accidents
 - d. 109 All Other Calls

2. OPERATIONS:
 - a. Attended County Meetings: Operations, CISM, Rescue/Fire Boat
 - b. GIS
 - c. Standards of Cover Doc Lit Review
 - d. Budget Preparations
 - e. Recruit Firefighter Interviews
 - f. Engineer's Promotional Testing

3. COMMUNICATIONS
 - a. New Strike Team Portable Cache Inventory

FIRE PREVENTION

1. FIRE PREVENTION SOFTWARE

The fire prevention software plan review and permitting modules are functional and being used exclusively. The old system is no longer in service, but is being maintained until all of the data for the weed abatement module has been uploaded into the new system. The new system is also being loaded with GIS data for precise mapping, mobile use, and overlay of the Very High Fire Severity Zones within the District.

2. WILDER EVA AND GRAZING PLANS

Staff met with representative from Brookstreet, the primary developer in Wilder, to discuss the location and type of the Emergency Vehicle Access (EVA) roads for the remaining developed areas within the project. Brookstreet is again planning on using sheep for grass grazing to reduce vegetation fuels in the open space areas of the project.

3. ORINDA SENIOR VILLAGE INSPECTION

The Fire Marshal inspected the 150-unit senior apartment building for fire code compliance and permitting.

4. SANTA MARIA CHURCH DAY CARE CONSULTATION

In coordination with the Emergency Preparedness Coordinator, staff met with a representative of the Church to look at what improvements could be made for fire safety and emergency evacuation.

District Projects

1. VIA MORAGA (MORAGA)

The 17 single-family home project on the old bowling site in Moraga has constructed one model home. The home is 2-stories with automatic fire sprinklers throughout.

2. RANCHO LAGUNA (MORAGA)

Site work continues with drainage and bio-retention area construction for the 26-lot subdivision planned along Rheem Blvd. The Fire Marshal is monitoring the site to ensure compliance for fire access.

3. CAMINO RICARDO (MORAGA)

The 26-lot subdivision has constructed the first two model homes. The Fire Marshal is monitoring the site to ensure compliance for fire access.

4. PALOS COLORADOS (MORAGA)

The final map for the 124-lot subdivision has been approved. The fire District is working with the developer to ensure that all of the fire safety and mitigation measures are in compliance.

TRAINING

1. Coordinated the 2016 Engineer's promotional exam. All participants successfully passed and have been placed on a two year promotional list.
2. Coordinated vehicle disentanglement training on all shifts

3. Completed 2 ½” smooth bore hose training on all shifts
4. Coordinated independent company training (rope rescue) on all shifts
5. Assisted County Training Officer’s Association with hosting SFT Prevention I class
6. Updating to acting Engineer’s training binder
7. Identification of future truck training opportunities in progress

EMS

1. Coordinated 2nd Quarter EMS training
2. Monitored ambulance compliance data
3. Completed EMS CQI *ePCR* audit
4. One infectious exposure incident reported in March. Reviewed procedures to identify gaps in the processes.
5. New LTE modems placed in-service on ambulances
6. Provided logistical support for the arrival of new ambulances

EMERGENCY PREPAREDNESS

1. On March 1, staff participated in the, Moraga School District’s monthly emergency radio system test. Moraga school’s use the Town of Moraga’s Public Works radio system to test inter-facility communications and report their public access defibrillator status. Staff monitors their communications and checks in as MOFD.
2. On Tuesday evening, March 1, the Lamorinda Radio Interest Group’s Technical Committee met. The group is developing Amateur Radio systems that will assist with emergency communications in Lamorinda. These include: maintaining three Lamorinda CERT GMRS repeaters, updating handheld radio programming for the Town of Moraga, developing a community FRS channel plan, and relocating the Orinda GMRS repeater.
3. On Saturday, March 5, staff hosted the monthly MOFD Communications-Support Unit meeting and a tour of the Contra Costa County Regional Fire Communications Center. Twelve unit volunteers attended the meeting, which was held at the center on Geary Road. Senior Dispatcher Steve Lemrite provided information about how the comm. center functions and how unit personnel can help from the scene of an emergency.
4. On Wednesday evening, March 9, staff attended the Lafayette Emergency Preparedness Commission meeting.
5. On March 10, staff made a presentation to the Contra Costa County Cities Citizen Corps Council Committee (C8). The group represents CERT management from throughout the county. The presentation was part of a program focused on CERT volunteers and the role they can play at major incidents. The 2015 *Valley Fire* in Lake County was discussed, as well as how incident management teams function. About 35 people attended the presentations.

6. On Saturday, March 14, staff met with Uriel Garcia (the District's GIS contractor) to do a test run to "ground truth" roads in the community of Canyon. Centerline data for several roadways were collected using a GPS. Uriel was able to transfer the data to the District's Geographic Information System. Staff will work with the community to set up dates to collect the remaining data. The information is being collected as part of the District's Canyon Mapping Project, which will enhance our ability to respond to emergencies in the area.
7. On March 14, Lamorinda CERT held its monthly update training at the Orinda Library's Garden Room. The evening's topic was "Pet Emergency Preparedness". The discussion included: building a pet "go-bag", small-animal CPR, health, safety and happiness issues for pets during an evacuation.
8. On Wednesday evening, March 16, staff attended the Lamorinda Radio Interest Group (K6ORI) meeting at the Sarge Littlehale Room in Orinda. Several members volunteered come early to the meeting and help assemble the City of Orinda's updated Emergency Operations Center communications equipment. Three radio boxes were build that mirror the equipment used by MOFD and the Town of Moraga. The goal is to eventually create similar boxes for the city of Lafayette. This will allow community volunteers from K6ORI to assist with communications in any of our area Emergency Operations Centers.
9. On Thursday evening, March 17, Lamorinda CERT kicked-off its Moraga CERT Basic class at the Hacienda De Las Flores. MOFD volunteers Duncan Seibert and Robert Pope presented the introductory units to approximately 30 new CERT students.
10. On March 24 and 25, staff attended the Northern California Prescribed Fire Council workshop in Middletown, CA. The program included presentations related to wildland fire fuels management, a tour of the *Valley Fire*, and discussions with landowners in the area about the fire and forestry practices. Representatives from the Nature Conservancy, CAL Fire, the US Forest Service, and the National Park Service also participated in the workshop.
11. On Thursday evening, March 24, Lamorinda CERT held the second CERT basic training class at the Hacienda De Las Flores. Fire Captain Dan Dick and Firefighter Jacob Airola presented the fire safety unit and used the District's Bullex fire extinguisher trainer with the class.
12. On March 28, staff attended the Lamorinda CERT steering committee at the Lafayette City Offices.
13. On March 29, staff met with the Moraga National Night Out organizers to begin planning for the August 2nd event. Our goal is to recruit 12 hosts/neighborhoods in the town to host events.

14. On March 29, staff met with the Lamorinda CERT and the Town of Moraga to finalize the details for our 2016 Moraga Triathlon/CERT deployment exercise. CERT volunteers will check out radios from the MOFD Communications Unit, staff the bicycle race route to provide traffic safety, and assist with course set-up and take-down. The triathlon is scheduled for Saturday, April 23.
15. On March 31, staff assisted the Fire Marshal with a site visit to the Santa Maria Faith Formation facility in Orinda. The purpose of the visit was to identify emergency procedures for the 120+ children that participate in the program.
16. On Thursday evening, March 31, staff attended Lamorinda CERT's third basic training class at the Hacienda De Las Flores. CERT volunteer instructors Beccie Kunzman and Patti Young presented the unit on Disaster First Aid and Moraga's Acting Chief of Police, Jon King, presented the Terrorism Unit.

ADMINISTRATIVE SERVICES

1. Continued preparation of the 2016/2017 Annual Operating Budget
2. Continued preparation of the Biennial Report
3. Continued financing for the Station-43 reconstruction project
4. Began formation of the Public Facilities Financing Corporation
5. Provided administrative support to the Station-43 reconstruction project
6. Continued implementation of American Fidelity Assurance Company to offer supplemental insurance benefits to employees and to administer the 457 plan.
7. Completed open enrollment for dental insurance
8. Continued recruitments for Fire Prevention District Aide and Receptionist
9. Conducted promotional examination for Engineer
10. Processed one employee separation
11. Attended Fire Agencies Self-Insurance System Board meeting
12. Attended the California Society Municipal Finance Officers conference

SUPPORT SERVICES DIVISION

1. Apparatus:
 - a. Completed annual service and repairs on Water Tender-44, Engine-345,
 - b. Facilitated purchase and installation of Mobile Data Terminals for the new medics units.
 - c. Completed installation of improved lighting for Engine-345
 - d. Completed installation of reflective chevrons for two command vehicles
2. Facilities:
 - a. Completed shower water damage repair and mold remediation at Station-44
 - b. Scheduled repair of Station-42 and Admin roofs
 - c. Facilitated admin restroom repairs

- d. Coordinated Lorinda Lane property water damage interior repairs
 - e. Assisted Fire Chief with Lorinda Lane sale prep
 - f. Assisted Fire Chief with Station-43 reconstruction project
 - i. Delivery of temp station expected during week-of April 18
3. Air/Oxygen:
- a. Hydro-tested SCBA bottles and purchased SCBA masks

OFFICE OF FIRE CHIEF

- 1. Provided (on-going) staff support related to Lorinda Lane property prep and sale
- 2. Provided (on-going) staff support related to Station-43 re-activation and temporary fire station relocation site acquisition.
 - a. Processed RFQ and interviewed and selected new Construction Manager
 - b. Hired contract industrial hygienist for site survey
- 3. Provided (on-going) staff support to HR (Firefighter-Paramedic process and Career Development Guide updates).
- 4. Provided staff support to Admin Division with legal matters
- 5. Provided staff support to Admin and Training Divisions with promotional exam
- 6. Provided staff support for 2015 LAFCO MSR update
- 7. Executed new ambulance contract with LEMSA
- 8. Attended Orinda Mayor's Liaison meeting
- 9. Attended Citizen of the Year event in Orinda
- 10. Attended Contra Costa County Fire Commissioners dinner event
- 11. Hosted Management Team meetings
- 12. Hosted ad hoc committee meeting with bargaining units