



# County of Sonoma

## State of California

Date: October 3, 2023

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Approving A Master Equipment Lease/Purchase Agreement And Related Documents For  
Certain Energy Conservation Measures**

**Whereas**, the County of Sonoma, a political subdivision duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "County"), has heretofore determined to finance a portion of the costs of the acquisition and installation of (i) certain energy conservation measures and other equipment in County facilities, including solar photovoltaic equipment, lighting retrofit equipment and building management systems to be owned and operated by the County and to be located at the Santa Rosa Veterans Memorial Building (collectively, the "Energy Efficiency Equipment") and (ii) potentially other equipment in the future, all of which constitutes personal property necessary for the County to perform essential governmental functions (such other equipment together with the Energy Efficiency Equipment, the "Equipment"), and

**Whereas**, to finance the acquisition and installation of the Equipment, the County desires to execute and deliver a Master Equipment Lease/Purchase Agreement (the "Lease Agreement") by and between the County, as lessee, and Banc of America Public Capital Corp, as lessor (the "Lessor"), and

**Whereas**, to finance the acquisition and installation of the portion of the Equipment consisting of the Energy Efficiency Equipment, the County desires to execute and deliver an Equipment Schedule (together with all attachments thereto including without limitation the

Payment Schedule thereto, "Equipment Schedule No. 1") with the Lessor, and

**Whereas**, Equipment Schedule No. 1 incorporates by reference the terms and provisions under the Lease Agreement and creates a separate Lease (as defined in the Lease Agreement) under the Lease Agreement with respect to the Energy Efficiency Equipment, and

**Whereas**, subject to the approval of the Board of Supervisors of the County (the "Board"), the acquisition and installation of additional Equipment may be financed in the future through the execution and delivery of one or more additional Equipment Schedules to the Lease Agreement, and

**Whereas**, in connection with the Lease Agreement and Equipment Schedule No. 1, the County desires to execute and deliver an Escrow and Account Control Agreement (the "Escrow Agreement") among the Lessor, the County, and Wilmington Trust, National Association, as escrow agent, to provide a mechanism for holding and applying the proceeds of the Lease Agreement and Equipment Schedule No. 1 to the acquisition and installation of the Energy Efficiency Equipment, and

**Whereas**, the Board of Supervisors in a duly noticed and regularly convened public meeting did discuss, consider, and deliberate as to this borrowing matter, in accordance with Section 53635.7 of the Government Code; and

**Whereas**, in said meeting the Board has been presented with the proposed form of the Lease Agreement, Equipment Schedule No. 1 and the Escrow Agreement, and the Board has examined and approved the proposed form of each document, and desires to delegate to the Authorized Officers (as hereinafter defined) the authority to amend, complete and execute each such document, and

**Whereas**, in accordance with Section 5852.1 of the California Government Code, the Board has obtained and disclosed the information set forth in Appendix A hereto with respect to the financing of the Energy Efficiency Equipment;

**Now, Therefore, Be It Resolved** by the Board as follows:

**Section 1.** The County hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to public affairs of the County and that the statements, findings and determinations of the County set forth above and in the preambles of the documents approved herein are true and correct.

**Section 2.** The proposed form of the Lease Agreement and Equipment Schedule No. 1 presented to this meeting, and on file with the Clerk of the Board of Supervisors of the County, is hereby approved. The Director of Public Infrastructure, the Auditor-Controller-Treasurer-Tax Collector, and the Assistant Auditor-Controller-Treasurer-Tax Collector (each an "Authorized Officer") are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Lease Agreement and Equipment Schedule No. 1 in substantially said forms, with such changes therein as such official may require or approve with the consent of County Counsel of the County ("County Counsel"), such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the County the Lease Agreement and Equipment Schedule No. 1; provided, however, that, (a) the aggregate amount of the principal components of the rental payments payable under Equipment Schedule No. 1 shall not exceed \$2,000,000, (b) the term of the Lease created under Equipment Schedule No. 1 with respect to the Energy Efficiency Equipment shall not exceed 20 years, and (c) the true interest cost applicable to the interest components of the rental payments payable under Equipment Schedule No. 1 shall not exceed 5.00% per annum, except to the extent increases are permitted under the Lease Agreement and Equipment Schedule No. 1 with respect to default or taxable rates. The Board hereby authorizes the performance by the County of its obligations under the Lease Agreement and Equipment Schedule No. 1.

**Section 3.** The proposed form of the Escrow Agreement presented to this meeting, and on file with the Clerk of the Board of Supervisors of the County, is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County, to execute and

deliver the Escrow Agreement in substantially said form, with such changes therein as such officer may require or approve with the consent of County Counsel, such approval to be conclusively evidenced by the execution and delivery thereof. The Board hereby authorizes the performance by the County of its obligations under the Escrow Agreement.

**Section 4.** The selection of KNN Public Finance, LLC, as municipal advisor to the County, and Jones Hall, A Professional Law Corporation, as special counsel to the County, in connection with the execution and delivery of the Lease Agreement and the other documents authorized to be delivered in connection therewith, is hereby confirmed.

**Section 5.** The officers and employees of the County shall take all action necessary or reasonably required by the parties to the Lease Agreement, Equipment Schedule No. 1 and the Escrow Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of one or more memoranda of understanding with PG&E and/or their subcontractors, Final Acceptance Certificates, Disbursement Requests and any tax certificate and agreement, as contemplated in the Lease Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease Agreement, Equipment Schedule No. 1 and the Escrow Agreement. Without limiting anything contained in this Section 5, the Authorized Officers of the County are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to accomplish the execution and delivery of the Lease Agreement, Equipment Schedule No. 1 and the Escrow Agreement in accordance with this resolution and any certificates, agreements, and other documents described in the documents herein approved, each in form approved by County Counsel. All actions to be taken by an Authorized Officer, as defined herein, may be taken by such Authorized Officer or any designee, with the same force and effect as if taken by the Authorized Officer.

**Section 6.** In addition, said Authorized Officers of the County are, and each of them acting alone is, hereby authorized, on behalf of the County, to negotiate, execute, and deliver such other Equipment Schedule(s), and any associated certificates, agreements and other related documents, under said Lease Agreement, Escrow Agreement, and related documents, for further leasing, financing, acquisition, or installation of needed Equipment, each in form approved by County Counsel and subject to the approval of the particular related project by the County's Board of Supervisors.

**Section 7.** This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** at a regular meeting of the Sonoma County Board of Supervisors this \_\_\_\_ day of October, 2023, by the following vote:

**Supervisors:**

Gorin:                      Rabbitt:                      Gore:                      Hopkins:                      Coursey:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**