



Key Government Finance, Inc.  
1000 South McCaslin Boulevard  
Superior, CO 80027-9456

October 19, 2020

Contra Costa County  
255 Glacier Dr  
Martinez, CA 945534825

Re: Key Government Finance, Inc. – Master Tax-Exempt Lease/Purchase Agreement dated April 30, 2018 and Property Schedule No. 2002269852 thereunder

Dear Cynthia Shehorn:

Enclosed, please find two (2) sets of financing documents for your review and execution - please print out two (2) sets. Execute both sets and return all of the originals to my attention. The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:

KEY GOVERNMENT FINANCE, INC.

ATTN: Peter Brook

1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027

Only the person(s) with Signing Authority, as listed in the contract, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

**Please Note:** All fully executed documents must be returned no later than November 16, 2020; otherwise, the transaction is subject to re-pricing. Also, one of our representatives will contact you prior to funding to conduct a Telephone Audit to review the terms of your contract and to confirm the property that we are financing for you. We will also answer any questions you may have. If you will not be available, list the name of any individual that you wish to authorize on your behalf to complete this Audit.

Name Cynthia Shehorn<sup>LFPB</sup> Title PROCUREMENT MANAGER

Executed documents required for funding are:

- o Property Schedule No. 2002269852\*
- o Property Description and Payment Schedule (Exhibit 1)
- o Lessee's Counsel's Opinion (Exhibit 2) – This is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Master Tax-Exempt Lease/Purchase Agreement and Property Schedule.
- o Acceptance Certificate (Exhibit 3) – The date of Acceptance will need to be filled in with the date the property is installed and accepted.
- o Certificate of Insurance – Required prior to funding. Please fill out the form and provide it to your insurance company. The Insurance Certificate(s) is required prior to funding.
- o Board Minutes/Resolution We will require board resolution (or minutes) evidencing formal approval of the acquisition, the content of which shall indicate an intent to appropriate or formally fund payments related to the acquisition.
- o Memorandum Regarding Titling of Vehicles
- o IRS Form 8038-G or 8038-GC – The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding

\*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Please contact me at 720-304-1295 with any questions.

Sincerely,  
Peter Brook  
Account Manager

**Property Schedule No. 2002269852**  
**Master Tax-Exempt Lease/Purchase Agreement**

---

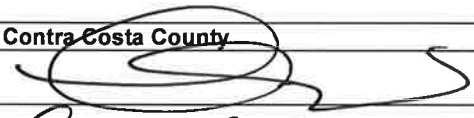
This **Property Schedule No. 2002269852** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of April 30, 2018, between Key Government Finance, Inc., and Contra Costa County.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is November 16, 2020.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions included in Exhibit 1.
6. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 3.
7. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, and so long as no Event of Default has occurred and is continuing, Lessee may prepay, in whole but not in part, the principal outstanding hereunder together with all accrued and unpaid Interest thereon, plus a prepayment premium equal to 3% of the outstanding principal.
8. (Initial if applicable: \_\_\_\_\_) Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.
9. Additional Lessee Representations:
  - a) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
  - b) The acquisition of all Property under this Property Schedule has been duly authorized by the governing body of Lessee.
  - c) Lessee has never defaulted, failed to pay or non-appropriated on a lease, loan or bond.
  - d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under this Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
  - e) As of the date hereof, no litigation is pending, (or, to Lessee's knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery this Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute this Property Schedule, or the validity of the Master Agreement or this Property Schedule, or the payment of principal of or interest on, this Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of this Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and this Property Schedule.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by November 16, 2020,
11. Effective Interest Rate. 2.25%.

12. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the rule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above. This Property Schedule shall not be binding upon Lessor until any and all conditions precedent contained herein have been met and receipt of, in form satisfactory to Lessor in its sole discretion, all required documentation and credit enhancements from Lessee including but not limited to, acceptance certificate, counsel opinion(s), insurance certificate(s), and tax documentation.

Lessor: <b>Key Government Finance, Inc.</b>
By:
Name:
Title:

Lessee: <b>Contra Costa County</b>
By: 
Name: <b>Cynthia Sheehan CPPB</b>
Title: <b>PROCUREMENT MANAGER</b>

The above named representative of Lessee held at the time of authorization of this Property Schedule by the governing body of Lessee and holds at the present time the office set forth above, has been duly authorized to sign this Property Schedule, and the signature set forth above is his or her true signature.

Attest By:
Name: <b>CARRIE RICCI</b>
Title: <b>Deputy Public Works Director</b>

EXHIBIT 1

Property Description and Payment Schedule

The Property is as follows:	Property as described in Rosenbauer Invoice No. 100720, referred to and incorporated herein by this reference.
-----------------------------	--

PROPERTY LOCATION:

746 Loring Avenue Crockett, CA 94525

USE: Rosenbauer Fire Engine - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

RENTAL PAYMENT SCHEDULE:

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the 16th day of each yearly period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: \$991,712.78.

Payment Due Date	Rental Payment	Interest Portion	Principal Portion	Principal Balance
12/16/2020	\$ 207,654.38	\$ 1,859.46	\$ 205,794.91	\$ 785,917.87
12/16/2021	\$ 207,654.38	\$ 17,683.15	\$ 189,971.22	\$ 595,946.64
12/16/2022	\$ 207,654.38	\$ 13,408.80	\$ 194,245.58	\$ 401,701.07
12/16/2023	\$ 207,654.38	\$ 9,038.27	\$ 198,616.10	\$ 203,084.96
12/16/2024	\$ 207,654.38	\$ 4,569.41	\$ 203,084.96	\$ 0.00

LESSEE'S PAYMENT OF PROCEEDS INSTRUCTIONS:

Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule No. 2002269852 as follows:

PAYEE NAME	AMOUNT	PAY BY
Rosenbauer	\$991,712.78	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Wire (please separately include vendor's wire instructions) <input type="checkbox"/> ACH (please separately include vendor's ACH instructions)
		Mailing Address: <u>100 THIRD STREET</u> <u>LYONS, SOUTH</u> <u>DANOTA</u> <u>57041</u>

LESSEE'S INVOICE INSTRUCTIONS:

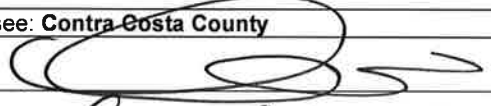
LESSEE'S BILL TO ADDRESS: Contra Costa County - Auditor Controller  
625 COURT STREET, SUITE #103  
MARTINEZ, CA 94553

LESSEE'S BILLING CONTACT:

First and Last Name: ANALIZA PINLAC  
 Title: DIVISION MANAGER Phone Number: 925-335-8632  
 Email: ANALIZA.PINLAC@AC.COUNTY.CA.GOV

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES  NO  Purchase Order Number: #016942

Lessee: <u>Contra Costa County</u>
By: 
Name: <u>CYNTHIA SHEHORN CPPB</u>
Title: <u>PROCUREMENT MANAGER</u>

**[To be provided on letterhead of Lessee's counsel.]**

[Address to Lessor and Lessee]

RE: Property Schedule No. 2002269852, dated November 16, 2020, to Master Tax-Exempt Lease/Purchase Agreement dated April 30, 2018, between Key Government Finance, Inc. and Contra Costa County.

Ladies and Gentlemen:

We have acted as special counsel to Contra Costa County ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of April 30, 2018 (the "Master Agreement"), between Contra Costa County, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 2002269852 (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of November 16, 2020 by and among Lessee, Lessor and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the account(s) opened pursuant to the Escrow Agreement.
3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.
7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: \_\_\_\_\_  
**DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE’S COUNSEL**

Dated: \_\_\_\_\_


**Acceptance Certificate**

In accordance with **Property Schedule No. 2002269852**, dated November 16, 2020, to Master Tax-Exempt Lease/Purchase Agreement dated April 30, 2018, between Key Government Finance, Inc. and Contra Costa County ("Lessee"), the undersigned hereby certifies and represents to, and agrees with Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: 11-4-2020

Contra Costa County  
as Lessee

By:   
Name: Cynthia Shelton CPPA  
Title: PROCUREMENT MANAGER

**\*\*Please fill out this form and fax it to your insurance company\*\***

**Request for Certificate of Insurance**

**TO:**  
**Insurance Carrier:** (Name) Contra Costa County Risk Management  
 (Address) 2530 ARNOID DR., SUITE #140  
 (Address) MARTINEZ, CA. 94553  
 (Contact Name) SHARON BROWN  
 (Contact Phone) 925-335-1453  
 (Contact E-Mail) SHARON.BROWN@RISK.M.CC.COUNTY.CA.US

**FROM:**  
**Customer/Purchaser:** Contra Costa County  
 255 Glacier Dr  
 Martinez, CA 945534825

**Contra Costa County** is in the process of financing Rosenbauer Fire Engine with Key Government Finance, Inc.; total transaction cost is \$991,712.78.

Contra Costa County requests that the insurance policy "insure, defend, indemnify and hold the County, its successors and assigns" and that it provide property coverage. A copy of said coverage is being provided to the County.

- NOTE:** Coverage is to include:
- (1) insurance against all risks
  - (2) commercial general liability (including products liability coverage) for personal and
  - (3) if applicable, automobile liability coverage

Key Government Finance, Inc. is to provide the insurance coverage. Qualifying language such as "endorsement" shall not be used in any kind upon the insurer, its agent or broker.

Copy of Insurance  
 Docs Only  


---

 Originals Sent  
 to Key Government  
 Finance  
 Cindy

Key Government Finance, Inc., their agents, and Key Government Finance, Inc. as described below.

Key Government Finance, Inc. provides the insurance coverage and products liability coverage with a limit of \$1,000,000; and

Key Government Finance, Inc. shall not be liable for any error, omission or material change in coverage. Key Government Finance, Inc. shall not have any obligation or liability of any kind for the coverage accepted and will delay funding.

- 1. Please **MAIL** a Certificate of Insurance to:  
 Key Government Finance, Inc.  
 Attn: Collateral Services  
 1000 South McCaslin Blvd.  
 Superior, CO 80027
- 2. Please **MAIL** a Certificate of Insurance to:  
 Key Government Finance, Inc.  
 Attn: Collateral Services  
 1000 South McCaslin Blvd.  
 Superior, CO 80027
- 3. Please **CONTACT** the Account Manager:  
 \* When sending this Certificate.  
 \* If this cannot be completed today.  
 \* If you have any questions



**County Administrator  
Risk Management Department**

2530 Arnold Drive, Suite 140  
Martinez, California 94553

# Contra Costa County



Risk Management  
Administration (925) 335-1400  
Fax Number (925) 335-1497

October 15, 2020

Key Government Finance Inc  
Attn: Collateral Services  
1000 South McCaslin Blvd  
Superior, CO 80027

**Re: Lease/ Purchase of Rosenbauer Fire Engine**

To Whom It May Concern:

The County of Contra Costa has a comprehensive self-insurance program to cover its general, automobile, and professional liability exposure, as well as its obligations under the Workers' Compensation laws of California.

The County's self-insurance program provides for the legal defense of officials, employees, and volunteers pursuant to government Code Section 825 and for the payment of all sums that the County is obligated to pay by reason of liability imposed by law and arising from acts or failures to act, excepting punitive damages. This protection covers services performed by officers, employees, and volunteers within the scope of their official duties in accordance with the conditions of their employment or service.

The self-insurance program is funded to provide payment of claims. The County also has excess reinsurance with Public Risk Innovations, Solutions, and Management (PRISM) formerly CSAC Excess Insurance Authority.

Sincerely,

*Karen Caoile*

Karen Caoile  
Director of Risk Management

cc: C Shehorn, CCC Pub Works

**COUNTY OF CONTRA COSTA  
CERTIFICATE OF SELF-INSURANCE**

**Risk Management Department, 2530 Arnold Drive, Suite 140, Martinez, California 94553**

**Coverages:** This is to certify that the County of Contra Costa is self-insured for the following coverages:

Type of Coverage	Self-Insured Limit
<b>General Liability:</b> Personal Injury, Property Damage, Errors and Omissions	\$1,000,000
<b>Professional Liability:</b>	\$1,000,000
<b>Workers' Compensation:</b>	\$ 750,000
<b>Automobile Liability:</b> Vehicles Owned, Non-Owned & Hired	\$1,000,000

**Terms, Conditions and Special Items:**

***Re: Lease/ Purchase of Rosenbauer Fire Engine***

It should be expressly understood that the intent of the insurance evidenced herein follows the provisions of the policies and regulations of the County of Contra Costa that does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, employees or other persons under its direction and control. Any indemnification or hold harmless clause with broader provisions than required under such policies and regulations shall invalidate this certificate.


1. The provisions under General Liability, above, shall apply only with respect to claims arising out of the negligent acts or omissions of the County of Contra Costa, its officers, agents and employees or any other person under its direction and control.

**Additional Covered Party:** Key Government Finance, Inc. is named as additional covered party on Contra Costa County's Self-Insurance Liability Program but only with respect to the above lease/purchase.

*Karen Caoile*

Date Issued: 10/15/20  
Expiration Date: 7/1/21

\_\_\_\_\_  
Karen Caoile  
Director of Risk Management

GL2-827	AI	<b>CERTIFICATE OF COVERAGE</b>	10/15/2020		
<b>Public Risk Innovation, Solutions and Management</b>  C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
		IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder lieu of such endorsement(s).			
<b>Member:</b> CONTRA COSTA COUNTY ATTN: KAREN CAOILE, DIRECTOR OF RISK MANAGEMENT COUNTY ADMINISTRATION BUILDING 2530 ARNOLD DRIVE, SUITE 140 MARTINEZ, CA 94553		COVERAGE AFFORDED BY: <b>A- Public Risk Innovation, Solutions and Management &amp; QBE Specialty Insurance Company</b>			
		COVERAGE AFFORDED BY: <b>B</b>			
		COVERAGE AFFORDED BY: <b>C</b>			
		COVERAGE AFFORDED BY: <b>D</b>			
<b>Coverages</b> THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY #	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
<b>A</b>	<input checked="" type="checkbox"/> Excess General Liability	PRISM 20 GL2-02/ QCX01001-04	07/01/2020	07/01/2021	\$1,000,000
	<input checked="" type="checkbox"/> Excess Auto Liability				\$3,000,000
Description of Operations/Locations/Vehicles/Special Items:  AS RESPECTS AGREEMENT BETWEEN CONTRA COSTA COUNTY AND KEY GOVERNMENT FINANCE, INC. FOR FINANCING OF ROSENBAUER FIRE ENGINE (VALUE \$991,712.78 ON LOCATION 176C).  KEY GOVERNMENT FINANCE, INC THEIR SUCCESSORS AND ASSIGNS ARE INCLUDED AS AN ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.					
<b>Certificate Holder</b>  KEY GOVERNMENT FINANCE, INC. ATTN: COLLATERAL SERVICES 1000 SOUTH MCCASLIN BL SUPERIOR, CO 80027			<b>Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.		
			AUTHORIZED REPRESENTATIVE    Public Risk Innovation, Solutions and Management		

**ENDORSEMENT NO. U-1**  
**PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT**  
**GENERAL LIABILITY 2**  
**ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY:**

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

**AS RESPECTS:**

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: \_\_\_\_\_

Memorandum No.: PRISM 20 GL20-00

Issued to: ALL MEMBERS

Issue Date: June 25, 2020

  
\_\_\_\_\_  
Authorized Representative  
Public Risk Innovation, Solutions and Management

THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS EVIDENCE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND ADDITIONAL INTEREST.

<b>Public Risk Innovation, Solutions and Management</b> C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #OC3686	COVERAGE AFFORDED <b>A - Public Risk Innovation, Solutions and Management</b> BY:  COVERAGE AFFORDED <b>B -</b> BY:
--	---

<b>MEMBER</b> CONTRA COSTA COUNTY ATTN: KAREN CAOILE, DIRECTOR OF RISK MANAGEMENT COUNTY ADMINISTRATION BUILDING 2530 ARNOLD DRIVE, SUITE 140 MARTINEZ, CA 94553	<b>TOWER NUMBER</b>	<b>MEMORANDUM NUMBER</b> EIAPPR20-22		
	<b>EFFECTIVE DATE</b> 03/31/2020	<b>EXPIRATION DATE</b> 03/31/2021	CONT. UNTIL TERMINATED IF CHECKED	<input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE:				

**PROPERTY INFORMATION**  
 LOCATION / DESCRIPTION  
 AS RESPECTS AGREEMENT BETWEEN CONTRA COSTA COUNTY AND KEY GOVERNMENT FINANCE, INC. FOR FINANCING OF ROSENBAUER FIRE ENGINE (VALUE \$991,712.78 ON LOCATION 176C).  
  
 KEY GOVERNMENT FINANCE, INC. IS NAMED AS LOSS PAYEE AS THEIR INTEREST MAY APPEAR.


THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED ABOVE HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	AMOUNT OF INSURANCE
COVERAGE / PERILS / FORMS  ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD.  EARTHQUAKE IS EXCLUDED. EARTHQUAKE LIMIT IS NOT APPLICABLE. REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH PRISM.  <b>ALL LIMITS ARE SHARED.</b>	\$25,000,000 PER OCC FOR ALL RISK AND ANN AGG FOR FLOOD  \$25,000,000 PER OCC/ANN AGG FOR EARTHQUAKE

**REMARKS (INCLUDING SPECIAL CONDITIONS)**  
**DEDUCTIBLES:**  
 ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE (EXCLUDING FLOOD AND EARTHQUAKE): \$50,000 PER OCCURRENCE AS PER SCHEDULE ON FILE WITH PRISM.  
 FLOOD: \$50,000 EXCEPT FOR CRITICAL FLOOD (LOCATIONS IN FEMA FLOOD ZONE A OR V) DEDUCTIBLE IS \$100,000.

VEHICLES AND MOBILE EQUIPMENT IF COVERAGE IS SCHEDULED AND PURCHASED, DEDUCTIBLE APPLIES PER SCHEDULE ON FILE WITH PRISM.

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

<b>ADDITIONAL INTEREST</b> NAME AND ADDRESS  KEY GOVERNMENT FINANCE, INC. ATTN: COLLATERAL SERVICES 1000 SOUTH MCCASLIN BLVD SUPERIOR, CO 80027	<b>NATURE OF INTEREST</b> <input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE <input type="checkbox"/> (OTHER)
<b>AUTHORIZED REPRESENTATIVE</b>  Public Risk Innovation, Solutions and Management	

**ENDORSEMENT NO. U-7**  
**PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT (PRISM)**  
**PROPERTY PROGRAM**

**LENDER'S LOSS PAYABLE ENDORSEMENT**

It is understood and agreed by **PRISM** that:

1. **Loss** or damage, if any, under this Memorandum, shall be paid to the payee named in this Memorandum, its successors and assigns, hereinafter referred to as the **lender**, in whatever form or capacity its interests may appear and whether said interest be vested in said **lender** in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said **lender**.
2. The coverage under this Memorandum, or any rider or endorsement attached thereto, as to the interest only of the **lender**, its successors and assigns, shall not be invalidated nor suspended:
  - A. By any error, omission, or change respecting the ownership, description, possession, or location of the subject of the coverage or the interest therein, or the title thereto;
  - B. By the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this Memorandum by virtue of any mortgage or trust deed; or
  - C. By any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this Memorandum, including any and all riders now or hereafter attached thereto, by the **covered party**, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a **loss**, which under the provisions of this Memorandum of coverage or of any rider or endorsement attached thereto would invalidate or suspend the coverage as to the **covered party**, excluding any acts or omissions of the **lender** while exercising active control and management of the property.
3. In the event of failure of the **covered party** to pay any premium or additional premium which shall be or become due under the terms of this Memorandum or on account of any change in occupancy or increase in hazard not permitted by this Memorandum, PRISM agrees to give written notice to the **lender** of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the **lender** hereunder that the **lender** when so notified in writing by PRISM of the failure of the **covered party** to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of PRISM's demand in writing therefore. If the **lender** shall decline to pay said premium or additional premium, the rights of the **lender** under this lender's **loss payable** endorsement shall not be terminated before ten (10) days after receipt of said written notice by the **lender**.
4. Whenever PRISM shall pay to the **lender**, any sum for **loss** or damage under this Memorandum and shall claim that as to the **covered party** no liability therefore exists, this Memorandum, at its option, may pay to the **lender** the whole principal sum and interest and other indebtedness due or to become due from the **covered party**, whether secured or unsecured, (with refund of all interest not accrued), and PRISM, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other coverage upon the described property, PRISM shall be liable under this Memorandum as to the **lender** for the proportion of such **loss** or damage that the sum hereby covered bears to the entire coverage of similar character on said property under policies held by, payable to and expressly consented to by the **lender**. Any contribution clause included in any fallen building clause waiver or any extended coverage endorsement attached to this Memorandum is hereby nullified except contribution clauses for the compliance with which the **covered party** has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such contribution clause is made a part of the consideration for covering such other hazards. The **lender** upon the payment to it of the full amount of its claim, will subrogate PRISM (pro rata with all other insurers/coverage provides contributing to said payment) to all of the lender's rights of contribution under said other insurance of contribution under said other insurance.
6. Should legal title to and beneficial ownership of any of the property covered under this Memorandum become vested in the **lender** or its agents, coverage under this Memorandum shall continue for the term thereof for the benefit of the **lender** but, in such event, any privileges granted by this lender's **loss** payable endorsement which are not also granted the **covered party** under the terms and conditions of this Memorandum and/or under other riders or endorsements attached thereto shall not apply to the coverage. hereunder as respects such property.
7. All notices herein provided to be given by PRISM to the **lender** in connection with this Memorandum and this lender's **lender** payable endorsement shall be mailed to or delivered to the **lender** at its office or branch described on the first page of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's **Limit of Liability**.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged

**Effective Date:**

**Memorandum No.:**

EIAPPR20-22

**Issue Date:**

March 27, 2020



Authorized Representative  
Public Risk Innovation, Solutions and Management

## MEMORANDUM REGARDING TITLING OF VEHICLES

To Lessee: Contra Costa County  
From: Key Government Finance, Inc.  
Subject: Titling Information for Financing

**In reference to the financing of the vehicle(s) for Contra Costa County, the financing approval requires that Key Government Finance, Inc. be listed as first lienholder on the title(s) to the vehicles/equipment.**

**When you apply for the title, please list Key Government Finance, Inc. as the FIRST LIENHOLDER, and Contra Costa County as the OWNER.**

**Please use this Lienholder information for the Title:**

**Key Government Finance, Inc.  
c/o Collateral Services  
1000 S. McCaslin Blvd.  
Superior, CO 80027**

**If the vehicle/equipment has already been titled, the Lessee must complete and remit to their Department of Motor Vehicles all forms necessary to add Key Government Finance, Inc. as lienholder or lessor on the equipment.**

**We will need a copy of the completed form (the "Application for Title" or the "MSO") in order to complete the financing.**

Peter Brook  
Key Government Finance, Inc.  
1000 South McCaslin Blvd.  
Superior, CO 80027  
Tel: (720) 304-1295  
Peter.brook@key.com

Please call me if you have any questions. Thank you.



# INVOICE



Key Government Finance, Inc.  
 1000 S. McCaslin Blvd.  
 Superior CO 80027

<b>Bill to:</b> Contra Costa County 40 Muir Rd 2nd Fl Martinez, CA 94553-4601	Invoice No.	2002269852 - 01
	Invoice Date:	October 19, 2020
	Lease No.	2002269852
	Purchase Order No.	016942
	Reference:	First Payment

Qty	Item	Description	Total
1	Lease Payment	Payment due December 16, 2020	\$207,654.38
		Tax	
		Balance Due	\$207,654.38

Please remit funds to:  
 Key Government Finance, Inc.  
 Attn: Peter Brook  
 1000 S. McCaslin Blvd.  
 Superior, CO 80027  
 Contact Phone: 720-304-1295

REMITTANCE INFORMATION	
Date:	
Amount Due:	
Amount Enclosed:	

- Please remember to:
- 1) Make checks payable to Key Government Finance, Inc
  - 2) Return a copy of this invoice with your payment.
  - 3) Keep a copy of this invoice for your records.
  - 4) Direct all inquiries to the contact listed above.

Comments:



# Purchase Order

Contra Costa County  
Public Works  
PURCHASING SERVICES  
40 Muir Road, 2nd Floor  
Martinez, CA 94553

<b>V E N D O R</b>	Alt ID #:15387
	Rosenbauer South Dakota, LLC
	100 Third ST
	Lyons, SD 57041

PO Date: 09/04/2019	Purchase Order Number
Buyer: Tetteh, Victor	<b>P 016942</b>
Phone: 925-957-2494	ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.
FOB: F.O.B., Destination	
Terms: Net 30	

<b>S H I P T O</b>	Fleet Services
	Public Works Department
	2467 Waterbird Way
	Martinez, CA 94553

<b>I N V O I C E</b>	Fleet Services
	Public Works Department
	2467 Waterbird Way
	Martinez, CA 94553

Department		Requisition Number	Bid Number		Delivery Date
PW - Public Works		PW-PW120-20-24416			
Item #	Item Description	Quantity	Unit	Unit Price	Total
1	THIS PURCHASE ORDER IS FOR THE FOLLOWING AS PER THE ATTACHED QUOTE DATED 08/09/2019:  ROISENBAUER FX FX BODY. THIS INCLUDES FAMILIARIZATION TRAINING AT FIRE DEPARTMENT.	1.00	EA	\$355,175.00	\$355,175.00
2	DELIVERY FEES.	1.00	LOT	\$5,158.00	\$5,158.00
3	ROSENBAUER COMMANDER CHASSIS PRICE.	1.00	EA	\$309,969.00	\$309,969.00
4	ROSENBAUER 75" MOUNT VIPER AERIAL	1.00	EA	\$246,223.00	\$246,223.00
5	SALES TAX @ 8.25%	1.00	LOT	\$75,187.78	\$75,187.78
Dept. Contact: DEANNA BRANDT Ph# (925)313-7076				SUBTOTAL:	\$ 991,712.78
				DISCOUNT:	\$0.00
				TAX:	\$0.00
				<b>TOTAL:</b>	<b>\$991,712.78</b>

--	--	--	--	--	--

This Purchase Order authorizes the delivery of the above products and services subject to Contra Costa County's standard Terms and Conditions. The County assumes the seller accepts the order and will make delivery as specified herein, unless notified to the contrary within 10 calendar days. Standard Terms and Conditions may be viewed at [www.cccounty.us](http://www.cccounty.us).

EN	ORGN	SUBO	TAS	OPT	ACT/WAP	Percent	Amount
01	7028	3505	-	-		100%	\$991,712.78



Purchaser Manager / Buyer



<b>INVOICE</b>		
<b>INVOICE #</b>	<b>DATE</b>	<b>PG</b>
100720	10/19/2020	1

ROSENBAUER SOUTH DAKOTA, LLC  
 100 Third Street • Lyons, SD 57041-0057  
 Phone: (605) 543-5591 • Fax: (605) 543-5074

**SOLD TO:**  
 Contra Costa County Fleet Services  
 Public Works Department  
 2467 Waterbird Way  
 Martinez, CA 94553

<b>CUST ID</b>	<b>SALES PERSON</b>	<b>PURCHASE ORDER</b>	<b>TERMS</b>	<b>JOB NUMBER</b>
CROCCA	BURTON	AERIAL	NET 0	7610

<b>ORDERED</b>	<b>QUANTITY SHIPPED</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.00	1.00	75' Rosenbauer FX Body per PO# 016942	\$355,175.00	\$355,175.00
1.00	1.00	Rosenbauer Commander Chassis	\$309,969.00	\$309,969.00
1.00	1.00	Rosenbauer Mid Mount Viper Aerial	\$246,223.00	\$246,223.00
1.00	1.00	CA Sales Tax (8.25%)	\$75,187.78	\$75,187.78
1.00	1.00	Delivery Fees (Non Taxable)	\$5,158.00	\$5,158.00
		Rosenbauer Commander Chassis		\$0.00
		VIN# 5 4 F 2 G C 6 1 3 L W M 1 2 6 8 2		\$0.00
			<b>SALES AMT</b>	\$991,712.78
			<b>FREIGHT</b>	\$0.00
			<b>STATE TAX</b>	\$0.00
			<b>CITY TAX</b>	\$0.00
			<b>TOTAL</b>	\$991,712.78