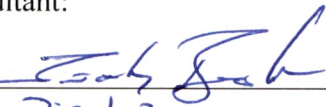


**AMENDMENT #1 TO STH CONTRACT: 2017-066 AGREEMENT WITH MARIN IT
FOR PURCHASE AND INSTALLATION OF A 5-YEAR LEASE PURCHASE FOR THE
IMPLEMENTATION OF A NEW CISCO VOIP PHONE SYSTEM REPLACEMENT**

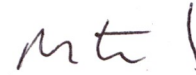
- A. On June 13, 2017, City Council Approved Resolution No. 2017-71, authorizing the City Manager to execute five-year lease purchase for the implementation of a new Cisco ViOP phone system replacement for a total amount of \$153,518.65 with annual payments of \$30,703.73 for 5-years; and
- B. In the course of installation the VoIP phones at City Hall, Head Start Building, Waste Water Treatment Plant, Water Treatment Plant, and the Recreation Teen Center it was discovered additional cabling and switches were required; and
- C. The additional costs total \$6,202.24 and is not included in the original quote from MarinIT and was not included in the adopted FY 2017/18 budget; and
- D. The Consultant has represented they have the necessary expertise, experience, and qualifications to assist with information technology support and services; and
- E. City and Consultant desire to amend STH Contract: 2017-066 to allow for the additional costs of \$6,202.24 to complete the VoIP phone system; and
- F. Amendment No. 1 to STH Contract: 2017-066 in the amount of \$6,202.24 for a total not-to-exceed amount of \$159,720.89 with Marin IT is hereby approved; and
- G. In all other respects the terms of the Parties' Agreement remain in effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

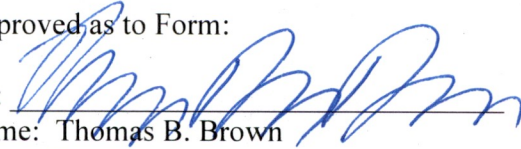
Consultant:

By: 
Title: Director

City:

By: 
Title: City Manager

Approved as to Form:

By: 
Name: Thomas B. Brown
Title: City Attorney

CITY OF ST. HELENA

RESOLUTION NO. 2017-71

AUTHORIZING A "PIGGY-BACK" PURCHASE ALLOWING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARINIT FOR A 5-YEAR LEASE PURCHASE FOR THE IMPLEMENTATION OF A NEW CISCO VOIP PHONE SYSTEM REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$32,290 PER ANNUM

RECITALS

- A. The City's Toshiba Strata CIX IP platform phone system is a 20-year old antiquated system is outdated and in need of an upgrade; and
- B. The City of St. Helena desires to lease purchase and implement a Voice over Internet Protocol (VoIP); and
- C. Staff has acquired contract pricing from Marin IT via a quote piggyback" purchase through the state of California Multiple Awards Schedule (CMAS); and
- D. state of California Department of General Services is an approved cooperative purchasing contract and there is no cost or obligation or liability to join; and
- E. the city is a local jurisdiction and through this authority may purchase through this cooperative; and
- F. The City would benefit from increased productivity through technological enhancements.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. The City Council approves the Agreement between the City of St. Helena and Marin IT for the implementation of the VoIP system; and
- 2. The City Council authorizes the City Manager to execute the agreements on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 13, 2017, by the following vote:

Mayor Galbraith: Yes

Vice Mayor White: Yes

Councilmember Dohring: Yes

Councilmember Koberstein: Yes

Councilmember Ellsworth: Yes

APPROVED:

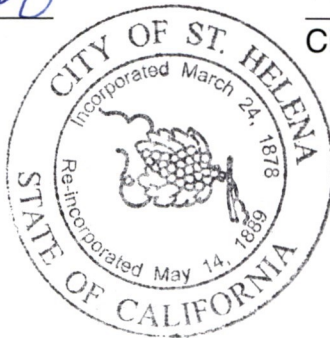


Alan Galbraith, Mayor

ATTEST:



Cindy Black, City Clerk



Marin IT, Inc - Quotation

Quote Number: 2017-5612

366 Bel Marin Keys Blvd., Suite D - Novato, CA 94949 Phone 415.842.3245 Fax 415.842.3270

Date: 5/12/2017
From: Tim Bush
Description: St. Helena New Cisco VoIP Solution - 5 Year

To: Kathy Robinson aprilm@cityofsthelena.org
 City of St. Helena
 1480 Main St
 St. Helena, CA 94574

Hardware / Software

Description	Qty	Amt.	Extended
Cisco Business Edition VoIP Equipment and Software per attached	1	114,828.25	\$114,828.25

Labor / Non Taxable

Description	Qty	Rate	Total
Pre-engineering design and consulting for each department to determine needs, call handling/auto-attendant options, etc. (Police, Fire, City Hall, Library, Carnegie Building, Head Start, Teen Center, Rec & Park, Pub WRX, Water/Waste treatment) -	60	\$120.00	\$7,200.00
- Consultant to meet with each department individually to gather information above			
- Includes one round of post turn-up adjustments to auto-attendant/call handling feature for each department			
Build / configure call manager servers (Software)	80	\$120.00	\$9,600.00
- Build Call Manager and Voicemail servers			
- Configure Active Directory with user extensions & prep for import into VoIP System			
- Configure voicemail for users			
- Configure voicemail to email integration			
- Build extensions and program phones			
- Configure Routers and associated network equipment			
- Prep for delivery and installation			
- Configure and record Auto-Attendant options			
Deliver and layout phones, place on desk, connect to network, register to Call Manager server	24	\$95.00	\$2,280.00
System Turn-up and testing	24	\$120.00	\$2,880.00
Day-One Support -	24	\$120.00	\$2,880.00
- Includes 2 'floater' technicians and 1 'triage' engineer to handle moves, adds, changes			
Staff Training - 4 sessions @ 4 hours each	16	\$120.00	\$1,920.00
Post Day-One tuning/tweaking	16	\$120.00	\$1,920.00
Estimated Shipping/Handling	1	\$250.00	\$250.00

Material Total	\$114,828.25
Labor / Non Taxable Total	\$28,930.00
Sub Total	\$143,758.25
Sales Tax @ 8.50%	\$9,760.40
Grand Total	\$153,518.65

Terms

Pricing is valid for (60) days assuming product availability, and includes state sales tax. Cabling, and provisioning of phone lines is not included. Shipping is not included. Warranty on new computers is manufactures standard warranty. Equipment other than computers is manufactures standard warranty. Existing equipment used equipment or equipment provided by others is not warranted. Installation labor is warranted for ninety (90) days.

Accepted By: _____**Date:** _____

Bill of Materials - City of St. Helena - Cisco VoIP - April, 2017

Tim Bush

Marin It, Inc

366 BEL MARIN KEYS BLVD

NOVATO, CA-94949

Ph no:+1 415-842-3251

All prices are shown in USD

Description	Service Duration (Months)	Qty	Unit Net Price	Disc(%)	Extended Net Price
Phone System Software & Licensing					
Cisco Business Edition 6000-Electronic SW Delivery-Top	---	1	0.00		0.00
Business Edition 6000 v11.5 export restricted software	---	1	0.00		0.00
BE 6000 - User License Starter Bundle with 35 UWL	---	1	500.00	50.00	500.00
Cisco Business Edition 6000 - Workspace License	---	44	162.50	50.00	7,150.00
BE6000 UCM v11 CUWL Standard User License	---	44	0.00		0.00
BE6K - Unity Connection 11x - VM Speech Connect Ports	---	2	0.00		0.00
BE6000 Unity Connection v11 CUWL Standard License	---	44	0.00		0.00
Expressway Series, Expressway-E PAK	---	1	0.00		0.00
Enable GW Feature (H323-SIP)	---	4	0.00		0.00
Enable Expressway-E Feature Set	---	2	0.00		0.00
Enable TURN Relay Option	---	2	0.00		0.00
Enable Advanced Networking Option	---	2	0.00		0.00
License Key Software Encrypted	---	4	0.00		0.00
Enable Expressway Series Feature Set	---	4	0.00		0.00
Cisco Expressway-E Server, Virtual Edition	---	2	0.00		0.00
BE6000 v11 UWL Standard Starter licenses	---	1	0.00		0.00
BE6K Starter Pack - Single Fulfillment Enforcement	---	1	0.00		0.00
Cisco Expressway-C Server, Virtual Edition	---	1	0.00		0.00
Software Image for Expressway with Encryption, Version	---	2	0.00		0.00
Cisco Business Edition 6000 - PAK - Single Fulfillment	---	1	0.00		0.00
Expressway Desktop Endpoint License	---	79	0.00		0.00
Phones					
Cisco 8831 Base/Control Panel for North America	---	3	747.50	50.00	2,242.50
Spare Cisco 8831 Display Control Unit (DCU)	---	3	0.00		0.00
Cisco Unified Wireless IP Phone 8821, World Mode Bundle	---	3	442.50	50.00	1,327.50
Cisco 8821 Power Supply for North America	---	3	0.00		0.00
Cisco 8821 Battery, Extended	---	3	0.00		0.00
Cisco IP Phone 8851	---	6	307.50	50.00	1,845.00
Cisco IP Phone 8800 Key Expansion Module	---	6	245.00	50.00	1,470.00
Cisco IP Phone 8841	---	60	257.50	50.00	15,450.00
Cisco UC Phone 6901, Charcoal, Standard handset	---	3	55.00	50.00	165.00
Routers for Teen Center (2users), Carnegie Center (2users), ParkRec (2 users), Public Works (4 users)					
Cisco ISR 4321 Bundle, w/UC License, CUBE-10	---	4	1,547.50	50.00	6,190.00
IP Base License for Cisco ISR 4320 Series	---	4	0.00		0.00
Unified Communication License for Cisco ISR 4320 Series	---	4	0.00		0.00
AC Power Supply for Cisco ISR 4320	---	4	0.00		0.00
AC Power Cord, Type C5, US, Canada	---	4	0.00		0.00
Unified Border Element Enterprise License - 5 sessions	---	8	0.00		0.00
4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	4	0.00		0.00
Blank faceplate for NIM slot on Cisco ISR 4400	---	4	0.00		0.00
4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	4	0.00		0.00
Cisco ISR 4300 Series IOS XE Universal	---	4	0.00		0.00
Cisco Survivable Remote Site Telephony (SRST) License	---	4	0.00		0.00
SRST-5 Seat License (CME uses CUCME Phone License ONLY)	---	4	85.00	50.00	340.00
2-port Network Interface Module - FXO (Universal)	---	4	250.00	50.00	1,000.00
32-channel DSP module	---	4	850.00	50.00	3,400.00

Router for Library					
Cisco ISR 4321 Bundle, w/UC License, CUBE-10	---	1	1,547.50	50.00	1,547.50
IP Base License for Cisco ISR 4320 Series	---	1	0.00		0.00
Unified Communication License for Cisco ISR 4320 Series	---	1	0.00		0.00
32-channel DSP module	---	1	850.00	50.00	850.00
AC Power Supply for Cisco ISR 4320	---	1	0.00		0.00
AC Power Cord, Type C5, US, Canada	---	1	0.00		0.00
Unified Border Element Enterprise License - 5 sessions	---	2	0.00		0.00
4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	1	0.00		0.00
Blank faceplate for NIM slot on Cisco ISR 4400	---	1	0.00		0.00
4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	1	0.00		0.00
Cisco ISR 4300 Series IOS XE Universal	---	1	0.00		0.00
Cisco Survivable Remote Site Telephony (SRST) License	---	1	0.00		0.00
SRST-25 Seat License (CME uses CUCME Phone License ONLY)	---	1	325.00	50.00	325.00
4-port Network Interface Module - FXO (Universal)	---	1	500.00	50.00	500.00
Equipment and Routers for Waste Water (2users), and Water Treatment (2users)					
Cisco ISR 4321 Bundle, w/UC License, CUBE-10	---	2	1,547.50	50.00	3,095.00
IP Base License for Cisco ISR 4320 Series	---	2	0.00		0.00
Unified Communication License for Cisco ISR 4320 Series	---	2	0.00		0.00
1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	---	2	715.00	50.00	1,430.00
32-channel DSP module	---	2	850.00	50.00	1,700.00
AC Power Supply for Cisco ISR 4320	---	2	0.00		0.00
AC Power Cord, Type C5, US, Canada	---	2	0.00		0.00
Unified Border Element Enterprise License - 5 sessions	---	4	0.00		0.00
4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	2	0.00		0.00
4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	2	0.00		0.00
Cisco ISR 4300 Series IOS XE Universal	---	2	0.00		0.00
Cisco Survivable Remote Site Telephony (SRST) License	---	2	0.00		0.00
SRST-5 Seat License (CME uses CUCME Phone License ONLY)	---	2	85.00	50.00	170.00
2-port Network Interface Module - FXO (Universal)	---	2	250.00	50.00	500.00
Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base	---	2	1,597.50	50.00	3,195.00
15A AC Pwr Cord, left-angle (United States) (bundle option)	---	2	0.00		0.00
Core VoIP Router for City Hall					
Cisco ISR 4351 UC Bundle, PVDM4-64, UC License, CUBEE25	---	1	5,500.00	50.00	5,500.00
IP Base License for Cisco ISR 4350 Series	---	1	0.00		0.00
Unified Communication License for Cisco ISR 4350 Series	---	1	0.00		0.00
4G to 8G DRAM Upgrade (4G+4G) for Cisco ISR 4330,4350	---	1	750.00	50.00	750.00
4G to 8G eUSB Flash Memory Upgrade for Cisco ISR 4300	---	1	500.00	50.00	500.00
AC Power Supply for Cisco ISR 4450 and ISR4350	---	1	0.00		0.00
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	---	1	0.00		0.00
Unified Border Element Enterprise License - 25 sessions	---	1	0.00		0.00
Cover for empty POE slot on Cisco ISR 4450	---	1	0.00		0.00
Blank faceplate for NIM slot on Cisco ISR 4400	---	1	0.00		0.00
Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	---	2	0.00		0.00
64-channel DSP module	---	1	0.00		0.00
Cisco ISR 4300 Series IOS XE Universal	---	1	0.00		0.00
Cisco Survivable Remote Site Telephony (SRST) License	---	1	0.00		0.00
SRST-5 Seat License (CME uses CUCME Phone License ONLY)	---	1	85.00	50.00	85.00
SRST-25 Seat License (CME uses CUCME Phone License ONLY)	---	1	325.00	50.00	325.00
2 port Multiflex Trunk Voice/Channelized Data T1/E1 Module	---	1	2,000.00	50.00	2,000.00
64-channel DSP module	---	1	1,700.00	50.00	1,700.00
4-port Network Interface Module - FXO (Universal)	---	1	500.00	50.00	500.00
Call manager & Unity Voicemail Servers					
Cisco Business Edition 6000M Svr (M4), Export Restricted SW	---	2	4,700.00	50.00	9,400.00
Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	2	0.00		0.00
Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	---	2	0.00		0.00
Cisco Business Edition 6000 - Software App Version 10.X 11.X	---	2	0.00		0.00
770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	---	2	0.00		0.00

2.40 GHz E5-2630 v3/85W 8C/20MB Cache/DDR4 1866MHz	---	2	0.00		0.00
300GB 12G SAS 10K RPM SFF HDD	---	12	0.00		0.00
Enable RAID 5 Setting	---	2	0.00		0.00
16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	---	4	0.00		0.00
Cisco 12G SAS Modular Raid Controller	---	2	0.00		0.00
Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	---	2	0.00		0.00
Cisco UCS 770W AC Power Supply for Rack Server	---	2	349.50	50.00	699.00
Software Maintenance and Hardware Warranties					
SWSS UPGRADES Cisco Business Editi	60	1	0.00		0.00
SWSS UPGRADES BE6000 UCM v11 CUWL	60	44	165.75	15.00	7,293.00
SWSS UPGRADES BE6000 v11 UWL Standard Starter licenses	60	1	2,125.00	15.00	2,125.00
SNTC-24X7X4 Cisco ISR 4321 UC Bundle, PVD4-32, UC L	60	4	2,592.50	15.00	10,370.00
SNTC-24X7X4 Cisco ISR 4321 UC Bundle, PVD4-32, UC L	60	1	2,592.50	15.00	2,592.50
SNTC-24X7X4 Cisco ISR 4321 UC Bundle, PVD4-32, UC L	60	2	1,555.50	15.00	3,111.00
SNTC-24X7X4 Cisco ISR 4351 UC Bundle, PVD4-64, UC L	60	1	9,201.25	15.00	9,201.25
SNTC-8X5XNBD Cisco Business Edition 6000M Svr (M4), E	60	2	2,142.00	15.00	4,284.00

Valid through: 7/2017

Product Total	75,851.50
Service Total :	38,976.75
Subscription Total	0.00
Total Price:	114,828.25



De Lage Landen Financial Services, Inc.
 1111 Old Eagle School Road, Wayne, PA 19087
 TEL: (800) 669-9441 FAX: (800) 776-4665

June 20, 2017

City of St. Helena
 1480 Main St
 St Helena, CA 94575

Dear CUSTOMER,

Per your request we have signed the Equipment Lease Purchase Agreement dated June 15th 2017, (the "Agreement"). We are happy to send these to you with the express understanding that: (i) as an accommodation to Obligor, the signature page of De Lage Landen Financial Services, Inc ("DLL") is being delivered to Obligor to be held in escrow until DLL notifies Obligor that DLL's signature is formally released; and (ii) the foregoing shall not in any manner constitute a commitment to fund or an acceptance by DLL of the Lease.

This Lease has not yet commenced, and will not commence, until x) DLL receives the following items and all of the following conditions have been satisfied in full, and y) DLL thereafter notifies Obligor that DLL's signature is formally released and DLL has formally accepted the Lease:

1. Signed Delivery and Acceptance Certificate with the date that all equipment was accepted.
2. Telephone Verification to verify all equipment delivered, accepted and to confirm billing information.
3. Any other documentation required by DLL in connection with the Lease.
4. Please note that we must have an original inked version, with both DLL & City of St Helena signatures to fund. No copies, scans or faxes will be accepted.

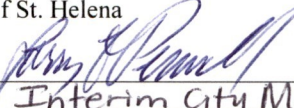
The above outstanding conditions must be met and items must be received in form and substance acceptable by DLL, on or before close of business on the date which is thirty (30) days from the date of this letter. Time is of the essence in this letter agreement. In the event that: 1) any of the outstanding items are not satisfied in full in accordance with this letter agreement, or 2) an event has occurred that would be an Obligor event of default under the Lease had the Lease commenced, or 3) there occurs a material adverse change in Obligor's financial condition or otherwise, then upon the occurrence of any of the preceding events DLL has the absolute right to reject and/or immediately terminate the Lease without any obligation to DLL and Obligor shall be solely responsible to pay the full purchase price of the products that would have been financed under the Lease. In any such event, Obligor shall promptly return to DLL the signature pages being held in escrow and Obligor shall promptly destroy any copies of same.

By signing below and returning a copy to DLL, Obligor acknowledges and agrees with all of the terms and conditions hereof. A facsimile copy of this letter agreement with facsimile signatures may be treated as an original and will be admissible as evidence of the agreements and understandings hereunder. Please feel free to contact the undersigned with any questions.

Regards,

James King
 Sales Support Representative

Acknowledged and Agreed:
 City of St. Helena

By: 
 Title: Interim City Manager
 Date: 6/20/2017

De Lage Landen Public Finance LLC1111 Old Eagle School Road
Wayne, PA 19087**State and Local Government Lease-Purchase Agreement**

PHONE: (800) 736-0220

FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name CITY OF ST. HELENA			Phone Number	
	DBA Name (if any)			Purchase Order Requisition Number PUB16901	
EQUIPMENT INFORMATION	Billing Address 1480 MAIN ST		City ST HELENA	State CA	Zip 94575
	Equipment Make		Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
PAYMENT INFORMATION	Number of Lease Payments 5		Lease Payments: \$30,703.73 See Lease Payment Schedule Attached as Attachment 1		
	Full Lease Term (in Months) 60		Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other		
BANK QUALIFICATION	Equipment Location (if not same as above)		City	State	Zip
	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. <input type="checkbox"/> Bank Qualification Elected				

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.**

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <i>Mark Prestwich</i>	Date <i>8/23/2017</i>
	Title <i>City Manager</i>	
	Print Name <i>Mark Prestwich</i>	
Legal Name of Corporation CITY OF ST. HELENA		
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)		

LESSOR	Lessor Signature <i>Tammy Karp</i>	Date
	Print Name <i>Tammy Karp</i>	
	Title <i>Contract Specialist</i>	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number	
Lease Date June 15, 2017		
Vendor I.D. Number		

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GG, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: De Lage Landen Public Finance LLC
 LESSEE: CITY OF ST. HELENA
 LEASE NUMBER: PUB16901
 LEASE DATE: June 15, 2017

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	7/15/2017	\$30,703.73			\$153,518.65	\$127,297.66
1	8/15/2017	\$30,703.73	\$0.00	\$30,703.73	\$122,814.92	\$95,473.25
2	8/15/2018	\$30,703.73	\$0.00	\$30,703.73	\$92,111.19	\$63,648.83
3	8/15/2019	\$30,703.73	\$0.00	\$30,703.73	\$61,407.46	\$31,824.42
4	8/15/2020	\$30,703.73	\$0.00	\$30,703.73	\$30,703.73	\$0.00
5	8/15/2021	\$153,518.65	\$0.00	\$30,703.73	\$0.00	
Grand Totals			\$0.00	\$153,518.65		

Sales tax of _____ is included in the financed amount shown above.

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$ 141,450.49 * AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 3.899%*. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-G.

Lessee Signature: Mark Prestmich
 Print Name: Mark Prestmich

Date: 8/23/2017
 Title: City Manager

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER PUB16901

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. **Bank Qualification Section**
 - Read and check box if appropriate
2. **Lessee Signature**
 - Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE — PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038 OR GC — IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

- ☐ **Insurance Certificate for Property** — List De Lage Landen Public Finance LLC _____ and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- ☐ **Insurance Certificate for Liability** — List De Lage Landen Public Finance LLC _____ and/or Its Assigns as "additional insured."
- ☐ **Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- ☐ **Completed Billing Information form**
- ☐ **Advance payment check** made payable to De Lage Landen Public Finance LLC _____
- ☐ **State sales tax exemption certificate**
- ☐ **Escrow Agreement** — Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- ☐ _____
- ☐ _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: Brighid Poplar
 Email: bpoplar@cisco.com

Lease Processing Center
 1111 Old Eagle School Road
 Wayne, PA 19087
 attn: Brighid Poplar _____