BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

In the Matter of the Approval of a Schedule 004 to the Master Lease Purchase Agreement with Lease Servicing Center, Inc. dba NCL Government Capital and Authorizing the Chair and Ryan Murphy to Sign Certain Exhibits to Schedule 004

RESOLUTION NO. 37-2024

WHEREAS, The Board of County Commissioners previously approved Resolution 14-2022 approving a Master Lease Purchase Agreement with Lease Servicing Center, Inc. dba NCL Government Capital (the "Lease Agreement"); and

WHEREAS, Under the terms of that agreement the County my lease additional equipment by signing schedules to the Lease Agreement; and

WHEREAS, The Board of County Commissioners has approved the Sheriff's Office leasing of 2 new vehicles upfitted for law enforcement use for a period of four years; and

WHEREAS, Board of County Commissioners finds that it is in the best interest of the County to lease these vehicles under the existing Lease Agreement; and

WHEREAS A copy of proposed Schedule Four to the Lease Agreement is attached hereto as C31-2022-3. It contains the additional terms and conditions necessary to lease these vehicles under the Lease Agreement., and

WHEREAS, under the Lease Agreement Columbia County is the Lessee and Lease Servicing Center, Inc. DBA NCL Government Capital is the Lessor,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Lessee as Follows:

- Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 004 to the Master Lease Purchase Agreement dated as of 2/25/2022, between Columbia County (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
- 2. Approval and Authorization. The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby

designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. Columbia County is authorized to enter the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their two (2) 2024 Dodge UT Durango's with Police Accessories from Roberson Motors in the amount of \$149,194.20 with 4 annual payments of \$43,299.31.

Authorized Individual(s):

Casey Garrett – Chair for the purpose of signing Exhibit E to Schedule 004.

Ryan Murphy – Chief Deputy for all other signatures required by Schedule 004.

Dated this 14th day of August 2024.

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Ву: __(

Casey Garrett, Chair

Approved as to form:

By:

Office of County Counsel

y Colle

telle Jo Smith

1/2

Margaret Magruder, Commissioner

Commissioner

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMEN	ΙΤ
chase Agreement dated as of 2/25/2022 between Lease Servic	ing Center, Inc. dba

RE:

Master Lease Purchase Agreement dated as of <u>2/25/2022</u> between <u>Lease Servicing Center, Inc. dba NCL.</u>

<u>Government Capital</u> (Lessor) and <u>Columbia County</u> (Lessee) and Schedule No. <u>004</u> thereto dated as of <u>August 6, 2024</u>.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantily 1	VIN #/Serial Number VIN: 1C4SDJFT4RC197979	Type, Make, Model 2024 Dodge UT Durango with Police Accessories 2024 Dodge UT Durango with Police Accessories

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 230 Strand Street

Saint Helens, OR 97053

GARAGING ADDRESS: 901 Port Avenue

Saint Helens, OR 97051

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: Columbia County	Lessor: Lease Servicing Center Inc. dba NCL Government Capital
By: Kar	By: Clf Call
Typed: Ryan Murphy	Print: CHAISTON (ANACHA)
Title: Chlef Deputy	Title: Se / Tants
Pate: 8/15/24	Date: 9/2//24

EXHIBIT B

SCHEDULE OF PAYMENTS

Interest Rate = 7.853% Amount Financed = \$149,194.20 Start Date = 8/16/2024

Number	Date	Payment	Interest	Principal	Purchase Option*
1	2/16/2025	\$43,299.31	\$5,988.29	\$37,311.	02 N/A
2	2/16/2026	\$43,299.31	\$8,786.18	\$34,513.	13 \$82,244.36
3 4	2/16/2027 2/16/2028	\$43,299.31 \$43,299.31	\$6,075.87 \$3,152.70	\$37,223. \$40,146.	

^{*}Assumes that all rental payments and other amounts due on and prior to that date have been paid.

Lessee:	Columbia County
BY:	Tag
TYPED:	Ryan Murphy
TITLE:	Chief Deputy
DATE:	8/15/24

LESSEE RESOLUTION

Re:	Master Lease Purchase Agreement dated as of 2/25/2022, between Lease Servicing Center, Inc. dba
151	NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 004 thereto dated as
	of August 6, 2024
	- Control of the Cont

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on 8/14, 2029 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists
 for the acquisition of the Equipment described on Exhibit A of Schedule No. <u>004</u> to the Master Lease Purchase
 Agreement dated as of <u>2/25/2022</u>, between <u>Columbia County</u> (Lessee) and <u>Lease Servicing Center, Inc.</u>
 <u>dba NCL Government Capital</u> (Lessor).
 - 2. Approval and Authorization. The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. Columbia County is authorized to enter the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their two (2) 2024 Dodge UT Durango's with Police Accessories from Roberson Motors in the amount of \$149,194.20 with 4 annual payments of \$43,299.31.

Authorized Individual(s):

Ryan Murphy - Chief Deputy
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. Adoption of Resolution. The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By:

(Signature of Secretary, Board Chief Deputy or other member of the Governing Body)

Print Name:

(Print page of individual who signed directly above)

Title:

(Signature of one additional person who can witness the passage of this Resolution)

Print Name:

(Print name of individual who signed directly above)

(Title of individual who signed directly above)

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 2/25/2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 0.04 thereto dated as of August 6, 2024.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

- 1. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (Including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By:(Signature	of Individual authorized to execute this Exhibit)	
Typed Name:	Ryan Murphy (Typed name of Individual who signed directly above)	

EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee: Columbia County

Lessor:

Lease Servicing Center, Inc. dba

NCL Government Capital AOIA

Address: 230 Strand Street

Saint Helens, OR 97053

Address:

510 22nd Ave E., Ste 501

Alexandria, MN 56308

Phone:

503-366-3992

Phone:

(320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
1 1	VIN: 1C4SDJFT4RC197979 VIN: 1C4SDJFT0RC197980	2024 Dodge UT Durango with Police Accessories 2024 Dodge UT Durango with Police Accessories

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

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NA	N/I -		ALT		

INSURANCE COMPANY

Brown & Brown of Oregon Name:

Citycounty Insurance Services

Address: PO Box 29108

Policy #: 21LCOLC

Portland, Oregon 97108

Phone: 503-219-3229

Lessee: Columbia County

TYPED: Ryan Murphy

TITLE:

Chief Deputy

DATE: 8/15/24

EXHIBITH

LESSEE CERTIFICATE

Master Lease Purchase Agreement dated as of 2/25/2022 between Lease Servicing Center, Inc. dba RE: NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 004 thereto dated as of August 6, 2024. I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that: Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay 1. all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its 2. behalf by the authorized representative of Lessee who signed the Lease. During the term of the Lease, the Equipment will be used for essential governmental functions. Such 3. functions are: Law Enforcement The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this 4. Lease is as follows: General Fund Budget Allocations Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental 5. Payments that will come due under Exhibit B because: Ewuipment is necessary to perform law enforcement functions and no shortfall in tax revenue is anticipated Lessee: Columbia County TYPED: Ryan Murphy

TITLE:

DATE:

Chief Deputy

NOTICE OF ASSIGNMENT AND LETTER OF DIRECTION

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to Columbia County ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated February 25, 2022, Schedule No. 004 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease of other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 4 annual payments of \$43,299.31. As of the date of assignment, 4 annual payments of \$43,299.31 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A. P. O. Box 847386 Boston, MA 02284-7386 1-800-238-4009

FEIN: 23-1237295

* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

COLUMBIA COUNTY
(1)
(Lessee)
BY: Tony
TYPED: Ryan Murphy
TITLE: Chief Deputy
DATE: 8/15/24

Internal Escrow Letter

8/6/2024

Santander Bank, N.A. 3 Huntington Quadrangle, Suite 101N Melville, NY 11747

RE: Schedule No. <u>004</u> dated <u>August 6, 2024</u>, to Master Lease Purchase Agreement dated as of <u>2/25/2022</u> (the "Lease"), between <u>Columbia County</u> (Lessee) and <u>Lease Servicing Center Inc. dba NCL Government Capital</u> (Lessor), concurrently assigned to <u>Santander Bank, N.A.</u> ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$149,194.20 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$149,194.20 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any Interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Lessee: Columbia County

Internal Escrow Letter

Attachment #1

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1	2024	Dodge	Dodge UT Durango with Police Accessories	VIN #/Serial Number VIN: 1C4SDJFT4RC197979	\$74,597 .10
1	2024	Dodge	Dodge UT Durango with Police Accessories	VIN: 1C4SDJFT0RC197980	\$ 74, 6 97.10
				Total Cost:	\$149,194.20
				Down Payment	\$0
				Total Amount Financed	\$149,194.20

LEASE PAYMENT INSTRUCTIONS

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PO#) :

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of <u>February 25, 2022</u>, between <u>Lease Servicing Center, Inc. dba NCL Government Capital</u> (Lessor) and <u>Columbia County</u> (Lessee) and Schedule No. <u>004</u> thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. <u>004</u> (the "Lease"). I hereby certify that:

- 1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
- Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
- Rental Payments are due and owing as set forth in Exhibit B to the Lease.
- Lessee has obtained insurance coverage as required under the Lease.
- Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
- 6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Price	VIN/Serial Number	Type/Style/Model	Make	Year	Quantity
\$74,597.10	VIN #/Serial Number VIN: 1C4SDJFT4RC197979	Dodge UT Durango with Police Accessories	Dodge	2024	1
\$74,597.10	VIN: 1C4SDJFT0RC197980	Dodge UT Durango with Police Accessorles	Dodge	2024	1
\$149,194.2	Total Cost:				
\$0	Down Payment				
\$149,194.2	Total Amount Financed				

Vendor	Name and Address	Roberson Motors
		3100 Ryan Drive
		Salem, OR 97301
	Federal ID Number: Columbia County	
TYPED:	Ryan Murphy	and the second control of the second control
TITLE:	Chief Deputy	
	, ,	

DATE: 8/15/24

EXHIBIT C-2

FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of <u>2/25/2022</u>, between <u>Lease Servicing Center, Inc. dba</u>
<u>NCL Government Capital</u> (Lessor) and <u>Columbia County</u> (Lessee) and Schedule No. <u>004</u> thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. <u>004</u> (the "Lease"). I hereby certify that:

- All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
- Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
- Lessee has obtained insurance coverage as required under the Lease.
- Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
- 6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Ey: Ryan Murphy

TITLE: Chief Deputy

DATE: 8/15/24

Form **8038-G** (Rev September 2011)

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate Instructions.

OMB No. 1545-0720

Department of the Treasury Caution: If the issue price is under \$100,000, use Form 8038-GC. nternal Revenue Service If Amended Return, check here Part I Reporting Authority 2 Issuer's employer identification number (EIN) 1 Issuar's name 93-8002288 Columbia County 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) 26 Telephone number of other person shown on 3a 503-366-3992 5 Report number (For IRS Use Only) 4 Number and street (or P.O. box if mail is not delivered to street address) Boom/sulta 230 Strand Street 7 Date of Issue 6 City, town, or post office, state, and ZIP code 8/16/2024 Saint Helens, OR 97053 9 CUSIP number 8 Name of Issue Master Lease Purchase Agreement Dated as of February 25, 2022 Schedule No. 004 10b Telephone number of officer or other 10a Name and title of officer or other employee of the lesuer whom the IRS may call for more information (coo omployed shown on 10a Type of Issue (enter the Issue price). See the instructions and attach schedule, Part II 11 11 Education 12 Health and hospital 12 13 13 Transportation 14 14 15 Environment (including sewage bonds) 15 16 16 Housing 17 17 \$149,194 20 18 Other, Describe > (2) 2024 Dodge UT Durango's 18 If obligations are TANs or RANs, check only box 19a 19 If obligations are BANs, check only box 19b If obligations are in the form of a lease or installment sale, check box 🐒 🔞 🔞 🚳 20 Description of Obligations. Complete for the entire issue for which this form is being filed. Part III (c) Stated redemption (d) Weighted (e) Yield average maturity (a) Final maturity date (b) Issue price 7.853 % 3.42 149,194.20 \$ vears 21 02/16/2028 \$ Uses of Proceeds of Bond Issue (including underwriters' discount) 22 Issue price of entire issue (enter amount from line 21, column (b)) 23 Proceeds used for bond issuance costs (Including underwriters' discount). 24 24 25 25 26 Proceeds allocated to reasonably required reserve or replacement fund 26 27 27 28 Proceeds used to advance refund prior issues ... 29 Total (add lines 24 through 28) Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) 30 30 Part V Description of Refunded Bonds. Complete this part only for refunding bonds. Enter the remaining weighted average maturity of the bonds to be currently refunded. years Enter the remaining weighted average maturity of the bonds to be advance refunded . years 32 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . .

Form 80	038-G (Ae	v, 9-2011)			Page 2				
Part	TVII I	Aiscellaneous							
35	Enter the amount of the state volume cap allocated to the Issue under		cap allocated to the Issue under sect	ion 141(b)(5)	35				
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38a	er the following information:								
b	Entor	If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information: Enter the date of the master pool obligation							
С	Enter the EIN of the issuer of the master pool obligation >								
ď	Att 1 and the medical obligation								
39	Enter the name of the issuer of the master pool congation. If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box								
40	If the issuer has designated the issue thirds social restriction to the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box								
40 41a	If the issuer has identified a hedge, check here and enter the following information:								
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44	If the l	sever has established written or	ocedures to monitor the requirement	s of section 148, check bo	эх. , , , 🕨 📙				
45a	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐ If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount								
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