

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Approval of Schedule
Two to the Master Lease Purchase
Agreement with Lease Servicing Center,
Inc. dba NCL Government Capital

RESOLUTION NO. 9-2023

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 may lease additional equipment by signing schedules to the Lease Agreement; and

WHEREAS, The Board of County Commissioners has approved the lease by the Sheriff's Office of 4 new vehicles upfitted for law enforcement use; 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 Two to the Lease Agreement is attached hereto as C31-2022-1. 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:

1. **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. 002 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 into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their (4) 2023 Dodge Durango's with Upfitting from Robertson Motors in the amount of \$279,074.08 with 1 payment of \$40,000.00 followed by 4 annual payments of \$66,601.47.

Authorized Individual(s): **Ryan Murphy – Chief Deputy**

Dated this 29 day of March, 2023.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 
Casey Garrett, Chair

By: 
Kellie Jo Smith, Commissioner

By: 
Margaret Magruder, Commissioner

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

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. 002 thereto dated as of March 15, 2023.

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

Quantity	VIN #/Serial Number	Type, Make, Model
4		2023 Dodge Durango with Upfitting

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: 230 Strand Street
Saint Helens, OR 97053

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: _____

By: _____

Typed: Ryan Murphy

Print: _____

Title: Chief Deputy

Title: _____

Date: _____

Date: _____

EXHIBIT B**SCHEDULE OF PAYMENTS****Interest Rate = 6.757%****Amount Financed = \$279,074.08****Start Date = 3/30/2023**

Number	Date	Payment	Interest	Principal	Purchase Option*
1	3/30/2023	\$40,000.00	\$0.00	\$40,000.00	N/A
2	7/1/2023	\$66,899.65	\$4,173.27	\$62,726.38	N/A
3	7/1/2024	\$66,899.65	\$11,916.09	\$54,983.56	\$125,410.42
4	7/1/2025	\$66,899.65	\$8,200.77	\$58,698.88	\$64,754.52
5	7/1/2026	\$66,899.65	\$4,234.39	\$62,665.26	\$0.00

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

Lessee: Columbia County**BY:** _____**TYPED:** Ryan Murphy**TITLE:** Chief Deputy**DATE:** _____

LESSEE RESOLUTION

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. 002 thereto dated as of March 15, 2023.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20____ the following resolution was introduced and adopted:

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

- 1. **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. 002 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 into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their (4) 2023 Dodge Durangos with Upfitting from Robertson Motors in the amount of \$279,074.08 with 1 payment of \$40,000.00 followed by 4 annual payments of \$66,899.65.

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 Chairman or other member of the Governing Body)

Print Name: Casey Garrett Title: Council Chair
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: Margaret K. Hagood Title: Commissioner
(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. 002 thereto dated as of March 15, 2023.

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) 366-4636

Phone: (320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
4		2023 Dodge Durango with Upfitting Value: \$279,074.08

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.

NAME OF AGENT

INSURANCE COMPANY

Name: Brown & Brown of Oregon

Name: Citycounty Insurance Services

Address: PO Box 29108
Portland, OR 97296

Policy #: 21LCOLC

Phone: 503-219-3229

Lessee: Columbia County

BY: [Redacted]

TYPED: Ryan Murphy

TITLE: Chief Deputy

DATE: [Redacted]

EXHIBIT H

LESSEE 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. 002 thereto dated as of March 15, 2023.

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:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay 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 Year.

2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.

3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

Law Enforcement

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

General Fund Budget Allocations

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Equipment is necessary to perform law enforcement function and no shortfall in tax revenue is anticipated

Lessee: Columbia County

BY: _____

TYPED: Ryan Murphy

TITLE: Chief Deputy

DATE: _____

**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. 002 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 or 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 1 payment of \$40,000.00 followed by 4 annual payments of \$66,601.47. As of the date of assignment, 1 payment of \$40,000.00 followed by 4 annual payments of \$66,601.47 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.

**LEASE SERVICING CENTER, INC. DBA
NCL GOVERNMENT CAPITAL**
(Lessor/Assignor)

COLUMBIA COUNTY
(Lessee)

BY: _____

BY: _____

PRINT: _____

TYPED: Ryan Murphy

TITLE: _____

TITLE: Chief Deputy

DATE: _____

DATE: _____

Internal Escrow Letter

3/15/2023

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

RE: Schedule No. 002 dated March 15, 2023 to Master Lease Purchase Agreement dated as of 2/25/2022 (the "Lease"), between Columbia County (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("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 \$279,074.08 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$279,074.08 (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

BY: _____

TYPED: Ryan Murphy

TITLE: Chief Deputy

DATE: _____

Internal Escrow Letter
Attachment #1

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
4	2023	Dodge	Durango with Upfitting		\$279,074.08
				Total Cost:	\$279,074.08
				Down Payment	\$0
				Total Amount Financed	\$279,074.08

LEASE PAYMENT INSTRUCTIONS

Lessee: Columbia County

Tax ID#: 93-6002288

Invoice Mailing Address: 230 Strand Street
St Helens, OR 97051

Mail invoices to the attention of: Lindsay Elder
Phone: 503-397-7225
Fax: 503-397-7251
Email: Lindsay.Elder@columbiacountyor.gov

Approval of Invoices required by: Same
Phone: _____
Fax: _____
Email: _____

Accounts Payable Contact: Same
Phone: _____
Fax: _____
Email: _____

Processing time for Invoices: 30 Approval: 7 Checks: 7

Do you have a Purchase Order Number that you would like included on the invoice? No x Yes ___
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : _____

NCL Sherriff's Vehicle Lease

Does your PO# change annually? No ___ Yes X
Processing time for new purchase orders: 2 weeks

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of February 25, 2022, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Columbia County (Lessee) and Schedule No. 002 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. 002 (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.
2. 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.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. 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.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
4	2023	Dodge	Durango with Upfitting		\$279,074.08
				Total Cost:	\$279,074.08
				Down Payment	\$0
				Total Amount Financed	\$279,074.08

Vendor Name and Address: Robertson Motors
3100 Ryan Dr SE
Salem, OR 97301

Vendor Federal ID Number: _____

Lessee: Columbia County

BY: _____

TYPED: Ryan Murphy

TITLE: Chief Deputy

DATE: _____

EXHIBIT C-2
FINAL ACCEPTANCE

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. 002 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. 002 (the "Lease"). I hereby certify that:

1. 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.
2. 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.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. 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.

Lessee: Columbia County

BY: _____

TYPED: Ryan Murphy

TITLE: Chief Deputy

DATE: _____