

RESOLUTION OF THE COMMISSIONERS COURT OF NUECES COUNTY, TEXAS AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN PERSONAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING AND PRESCRIBING OTHER MATTERS RELATED THERETO

WHEREAS, the Commissioners Court (“*Court*”) of Nueces County, Texas (the “*County*”), hereby finds and determines that it is in the best interest of the County to enter into that certain Equipment Lease/Purchase Agreement (the “*Agreement*”) with Banc of America Public Capital Corp (or one of its affiliates), as lessor, (the “*Lessor*”), in substantially the form as presented at this meeting for the purpose of providing financing the acquisition and installation of certain personal property as identified on Exhibit A to the Agreement (the “*Equipment*”); and

WHEREAS, the County is authorized under the Constitution and laws of the State of Texas (the “*State*”), particularly Subchapter A, Chapter 271, Texas Local Government Code, as amended (the “*Act*”), to enter into financing agreements to finance the acquisition and installation of the Equipment; and

WHEREAS, the County desires to acquire, finance and lease the Equipment with a cost not to exceed \$ \_\_\_\_\_ and the Equipment constitutes personal property necessary in accordance with the provisions of the Act; and

WHEREAS, the Court deems it for the benefit of the County and for the efficient and effective administration thereof to enter into the Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Commissioners Court of Nueces County, Texas as follows:

*Section 1. Findings and Determinations.* It is hereby found and determined that the terms of the Agreement, in the form presented to the governing body of County at this meeting, are in the best interests of the County for the acquisition, financing and leasing of the Equipment.

*Section 2. Approval of Documents.* In accordance with the Constitution and laws of the State, including particularly the Act, the form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the County Judge, the Commissioners Court Manager, the County Auditor, or the County Clerk, for and on behalf of County; and the County Judge or the Commissioners Court Manager is hereby authorized and directed to execute, and the County Clerk is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the

County Clerk is hereby authorized to affix the seal of the County to such documents. The Agreement shall mature on \_\_\_\_\_, in the aggregate amount of \$\_\_\_\_\_ and shall bear interest at the rate of \_\_\_\_\_% per annum, subject to adjustment as provided in the Agreement.

*Section 3. Other Actions Authorized.* The officers and employees of the County shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, an Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

*Section 4. No General Liability.* Nothing contained in this Resolution, the Agreement, the Escrow Agreement nor any other instrument shall be construed with respect to the County as incurring a pecuniary liability or charge upon the general credit of the County or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the County or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the County, subject to annual appropriation, as provided in the Agreement.

*Section 5. Appointment of Authorized County Representatives.* The \_\_\_\_\_ and \_\_\_\_\_ of the County are each hereby designated to act as authorized representatives of the County for purposes of the Agreement and the Escrow Agreement until such time as the governing body of the County shall designate any other or different authorized representative for purposes of the Agreement or the Escrow Agreement.

*Section 6. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 7. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 8. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the County this \_\_\_\_\_ day of \_\_\_\_\_.

NUECES COUNTY, TEXAS,

as lessee

[SEAL]

By: \_\_\_\_\_

County Judge

ATTEST:

By: \_\_\_\_\_

Clerk and Ex-Officio  
Clerk of the Commissioners Court

CERTIFICATE OF COUNTY CLERK

I, the undersigned, County Clerk of the Nueces County, Texas, hereby certify that the foregoing is a true, correct and compared copy of a Resolution adopted by the Commissioners Court on the 21<sup>st</sup> day of October, 2020. The Resolution appears in the official minutes of the meeting which are in my custody. At the time of the meeting the duly elected (or appointed), qualified and serving members of the Commissioners Court and their respective votes on the adoption of the Resolution were as follows:

<b>Commissioners Court</b>	<b>Vote (Aye, Nay, Abstain or Absent)</b>
Barbara Canales, County Judge	_____
Carolyn Vaughn, Precinct 1 County Commissioner	_____
Joe A. Gonzalez, Precinct 2 County Commissioner	_____
John Marez, Precinct 3 County Commissioner	_____
Brent Chesney, Precinct 4 County Commissioner	_____

I further certify that the meeting of the Court was duly convened and held in all respects according to law; that to the extent required by law due and proper notice of the meeting was given to the members of the Court and to the public; that the meeting was open to the public; that a legal quorum was present throughout the meeting; that all other requirements and proceedings under the law incident to the proper adoption and passage of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this Certificate.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 21<sup>st</sup> day of October, 2020.

\_\_\_\_\_  
County Clerk

(SEAL)