

ROUTE SLIP FOR CONTRACTS AND AGREEMENTS

FOR USE BY THE DEPARTMENT OF PURCHASING AND CONTRACTING

Date Out of P&C: _____

- ITB # _____ RFP# _____ RFQ# _____
 PSA _____ Agenda Item _____ Change Order # 2 _____
 GSA/SWC 99999-SPD-T20150930-0001 Other (specify) _____

Processed by: **Jervai McConico** Title: **Procurement Agent** Amount: \$ 376,891.92
Revenue Generating Yes No

BOC Award/Approval Date: **September 11, 2018**
Company Name: **ProSys Information Systems, Inc.**
Oracle Contract Number: **1135992**
Project Title: **Professional and Managed Support and Maintenance of Voice and Data Network Services**

FOR USE BY PURCHASING AND CONTRACTING DIRECTOR OR MANAGER
Approved by: **[Signature]** Title: **Procurement Clerk** Date: **10/16/18**
Comments/Notes: **UD would like to execute the document as is**

FOR USE BY THE COUNTY LAW DEPARTMENT
Date Received: **OCT 17 2018** Date Sent to P&C: **10/18/18**
Law Department Log Number: **B-300** Reviewing Attorney: **Manan Adreing**
Action Taken: (include date and signature on approved line): _____

Returned to Purchasing and Contracting: _____ Received from reroute (if applicable): _____
Approved: **approved as to legal form - [Signature]**
Comments/Notes: _____

RECEIVED
LAW DEPARTMENT
2018 OCT 17 AM 9:18

*Approval as to form contingent upon Governing Authority approval to recommend awardee for recommended Contract Price.

FOR USE BY THE USER DEPARTMENT
Department: **IT**
Department Signature: **[Signature]** Date: **10/26/2018**
Contract Purpose: _____

FOR USE BY THE CHIEF EXECUTIVE OFFICER
Date Received: **NOV 01 2018** Date Out: **NOV 15 2018**
Action Taken: (include date and signature on approved line): _____
Returned: Purchasing & Contracting Approved: _____
Comments/Notes: **[Signature]**

FOR USE BY THE DIRECTOR OF FINANCE AND THE COUNTY CLERK
 Director of Finance (for review)
 County Clerk (attestation and review)
Signature: **[Signature]** Received: **Nov 17, 2018** Date Out: **Nov 18, 2018**
Signature: _____ Received: _____ Date Out: _____

Master State & Local Government Lease Agreement

This Master State & Local Government Lease Agreement # 2075 (the "Master Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean ProSys Information Systems, Inc.

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment ("Equipment") and finance any software and/or services described in any schedule ("Products") that incorporates this Master Lease by reference A schedule to this Master Lease ("Schedule") shall incorporate this Master Lease by reference by listing the Master Lease Number set forth above on the Schedule. Each Schedule that incorporates this Master Lease shall be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Master Lease will not affect any Schedules executed before the effective date of such termination. If you have entered into any purchase agreement or purchase order ("Purchase Contract") with any Vendor (as set forth on the applicable Schedule), you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request) If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Products to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. Each Schedule, upon the delivery to us of a signed Delivery and Acceptance Certificate, will be deemed irrevocably accepted by you and will continue for the number of months specified in the Schedule, unless earlier terminated in accordance with Section 16 of this Master Lease. The first Lease Payment (as specified in the applicable Schedule) is due on or after the date the Equipment is delivered to you. The remaining Lease Payments (as specified in the applicable Schedule) will be due on the day of each subsequent month (or such other time period specified in each Schedule) designated by us. You will make all payments required under such Schedule to us at such address as we may specify in writing. If any Lease Payment or other amount payable under any Schedule is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment, or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT VENDOR BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of each Schedule any warranties made by the manufacturer or Supplier with respect to the Equipment leased pursuant to such Schedule.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You may move the Products within the continental United States provided you give us written notification of the move within 30 days of the move, and you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. For laptop computers, PDAs, and other mobile devices, the location listed on the Schedule is its base location ("Base Location") but these mobile devices may be temporarily located at other locations and you will notify us and be responsible for any tax increases should the Base Location change. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws, and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you

purchase the Equipment in accordance with the terms of the applicable Schedule, at the end of or upon termination of each Schedule you will immediately return the Equipment subject to each expired or terminated Schedule to us, in good condition and repair, subject to ordinary wear and tear, to any place in the United States that we tell you. You will pay all remaining unpaid lease payments, late charges, insurance charges, and our estimated property taxes on the Products (based upon the prior year's actual property tax), shipping and other expenses, and you will insure the Products for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Products through the end of the initial or any renewal lease term of any Schedule.

4. DATA SECURITY: Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Products are shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Products, to the extent that further recovery of any such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

5. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sales/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Products, now or hereafter imposed, or assessed by any state, federal, or local government or agency. You agree to pay when due, or reimburse us for, all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or annually as invoiced by us. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your own expense, (b) the contest will not result in any sort of lien being placed on the Products or otherwise jeopardize our rights in any of the Products, (c) you pay us for any taxes we remitted to the taxing authorities even though you be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

6. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until delivered to us at the end of the applicable Schedule. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) of this Master Lease.

7. INSURANCE. You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (2) public liability and third party property insurance naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (1) and (2) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: ProSys Information Systems, Inc.
6575 The Corners Pkwy, Ste 300
Norcross, GA 30092

LESSEE: DeKalb County, GA
Lessee Legal Name
Lessee "Doing Business As" Name
3630 Camp Road
Street Address
Decatur, GA 30032
City, State, Zip

X [Signature] 10/30/2018
Authorized Signature Date Signed
MATTHEW R. GIRARDOT
Printed Name
CHIEF LEGAL OFFICER
AND SECRETARY
Print Title

X [Signature] 11-14-18
Authorized Signature Date Signed
Michael L. Thurmond, CEO
Print Signer's Name and Title
X
Federal Tax ID

8. **PURCHASE OPTION; RENEWAL:** If (a) you have not terminated a Schedule in accordance with Section 16 of this Master Lease and (b) no Default has occurred and is continuing under this Master Lease or any Schedule, you will have the option at the end of the initial or any renewal term of a Schedule to purchase all (but not less than all) of the Equipment covered by such Schedule at the Purchase Option price shown on such Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 30 days written notice before the end of the initial term of a Schedule, that you will purchase the Equipment or that you will return all the Equipment to us. If you do not give us such written notice or if, having given such notice, you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Master Lease and the applicable Schedule, the applicable Schedule will automatically renew for successive one month terms until you either purchase or deliver the Equipment to us. Each month during a renewal term the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected under any Schedule, we will use our reasonable judgment to determine the Equipment's fair market value as configured in place and installed. You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's value in use and in place fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and the applicable Schedule will terminate. To secure payment of all amounts due to us to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You authorize us to file financing statement(s) to protect our interest in the Equipment.

9. **DEFAULT.** Each of the following is a "Default" under this Master Lease and any Schedule: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Master Lease or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Master Lease or in any instrument you have provided us proves to be incorrect in any material respect.

10. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Lease and/or any or all Schedules and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to Section 17, we may declare an amount equal to all amounts then due under the Schedule, and the unpaid principal balance under the Schedule as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Master Lease or any Schedules, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Master Lease or any Schedules. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice.

11. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to a Schedule, such Schedules will be considered a "finance lease" as that term is defined in Article 2A. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

12. **ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS MASTER LEASE OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING IN A COMMERCIALY REASONABLE MANNER.** We may, without notifying you, sell, assign, or transfer this Master Lease or any Schedule and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Master Lease and any Schedule but not our obligations, which obligations we will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that you may have against us or the supplier.

13. **INDEMNIFICATION.** To the extent not prohibited by applicable law, You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the manufacture, installation, ownership, use, lease, possession or delivery of the Products or any defects in the Products and (b) all reasonable costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this Section 16 and Section 8 shall survive the termination of this Master Lease for Claims arising during the term of this Master Lease or any Schedule.

14. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Master Lease and any Schedule make up the entire agreement between you and us regarding the lease of the Equipment. This Master Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Master Lease or any Schedule must be in writing and signed by us, either manually or by electronic transmission. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Master Lease. If we delay or fail to enforce any of our rights under this Master Lease or any Schedule, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail addressed to the party receiving the notice at its address shown on the front of this Master Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Lease or any Schedule. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Master Lease or any Schedule, we have the right, but not the obligation to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. **IF A SIGNED COPY OF THIS MASTER LEASE OR A SCHEDULE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS MASTER LEASE OR A SCHEDULE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE APPLICABLE SCHEDULE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED MASTER LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS MASTER LEASE, WE MAY PRODUCE A COPY OF THE MASTER LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS MASTER LEASE. TO THE EXTENT (IF ANY) THAT ANY SCHEDULE TO THIS MASTER LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THE SCHEDULE MAY BE**

CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS MASTER LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS MASTER LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Master Lease, each of you agrees that your liability is joint and several.

15. **FUNDING INTENT.** You reasonably believe that funds can be obtained to make all Lease Payments during the Term of any Schedule and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. You and we agree that your obligation to make Lease Payments under any Schedule will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. It is your intent to make Lease Payments for the full Term of any Schedule if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

16. **NONAPPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder) under a Schedule, and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g. written certification by your legal counsel) and the Schedule shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 16 will not be construed so as to permit you to terminate any Schedule in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

17. **AUTHORITY AND AUTHORIZATION.** You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Master Lease and Schedules; (c) this Master Lease and any Schedule have been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Lease or Schedules; (e) the entering into and performance of this Master Lease and Schedules will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Master Lease or any Schedule; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Master Lease, the Schedule and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Master Lease and Schedules in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Schedules for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 17 each time you execute a Schedule to this Master Lease. Contemporaneously with your execution of a Schedule to this Master Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 17.

18. **GOVERNMENT USE. YOU REPRESENT WARRANT AND COVENANT AS FOLLOWS: (A) YOU SHALL COMPLY WITH THE INFORMATION REPORTING REQUIREMENTS OF §149(e) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (CODE), INCLUDING BUT NOT LIMITED TO, THE EXECUTION (AND DELIVERY TO US) OF INFORMATION STATEMENTS REQUESTED BY US. (B) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE AN ARBITRAGE BOND WITHIN THE MEANING OF §148 OF THE CODE. (C) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE A PRIVATE ACTIVITY BOND WITHIN THE MEANING OF §141 OF THE CODE. (D) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THE INTEREST PORTION OF THE LEASE PAYMENTS TO BE OR BECOME SUBJECT TO FEDERAL INCOME TAXATION UNDER THE CODE, EXCEPT AS SUCH INTEREST PORTION MAY BE TAKEN INTO ACCOUNT AS AN ADJUSTMENT IN DETERMINING THE ALTERNATIVE MINIMUM TAX AND ENVIRONMENTAL TAX IMPOSED ON CORPORATIONS, AND (E) YOU SHALL BE THE ONLY ENTITY TO OWN, USE OR OPERATE THE EQUIPMENT DURING THE TERM. YOU SHALL BE DEEMED TO HAVE REAFFIRMED THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS SECTION 18 EACH TIME IT EXECUTES ANY SCHEDULE. IF YOU BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS MASTER LEASE AND AS A RESULT OF SUCH BREACH, THE INTEREST PORTION OF ANY LEASE PAYMENT BECOMES INCLUDABLE IN GROSS INCOME OF ANY OWNER THEREOF FOR FEDERAL INCOME TAX PURPOSES, YOU SHALL PAY US PROMPTLY AFTER SUCH DETERMINATION OF TAXABILITY AND ON EACH LEASE PAYMENT DUE DATE THEREAFTER, AN ADDITIONAL AMOUNT DETERMINED BY US TO COMPENSATE US FOR THE LOSS OF SUCH EXCLUDABILITY (INCLUDING, BUT NOT LIMITED TO, COMPENSATION RELATING TO INTEREST EXPENSE PENALTIES OR ADDITIONS TO TAX) WHICH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.**

19. **CHOICE OF LAW.** This Master Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State where the Equipment is located. If any provision of this Master Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Master Lease or any Equipment or Payment Schedule. This Master Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

20. **JURY TRIAL WAIVER: BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THE LEASE. SHOULD THE ABOVE JURY TRIAL WAIVER BE FOUND UNENFORCEABLE, THEN, UPON THE WRITTEN REQUEST OF ANY PARTY, ANY DISPUTE, INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL BE DETERMINED EXCLUSIVELY BY A JUDICIAL REFERENCE PROCEEDING IN ACCORDANCE WITH CAL. CIV. PROC. CODE § 638 et seq. OR THE APPLICABLE STATE'S EQUIVALENT STATE LAW. THE PARTIES SHALL SELECT A RETIRED STATE OR FEDERAL JUDGE AS THE REFEREE. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT.**

Schedule to Master State & Local Government Lease Agreement

This Schedule No. 2075-001 (the "Schedule") to Master State & Local Government Lease Agreement No. 2075 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean ProSys Information Systems, Inc..

Product/Equipment Description

Quantity	Description	Product/Equipment Address
	Sec Attachment A	3630 Camp Road Decatur, GA 30032

For additional equipment and accessories, attach addendum.

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- Fair Market Value
 \$1.00 Purchase Option Other _____

Term and Lease

Lease Payment \$15,703.83 (plus taxes, if applicable)
 Term (Months) 24
 Payment Frequency Monthly

Payments are due in Arrears

Documentation Fee: \$0.00 (due with first invoice)

Additional Provisions:

PLEASE NOTE: Certain state and local government lessees must sign an additional addendum document.

Lessee

DeKalb County, GA
Lessee Legal Name

Lessee "Doing Business As" Name

3630 Camp Road

Billing Street Address

Decatur, GA 30032

Billing City, State, Zip

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS BY SIGNING THIS SCHEDULE:

BY SIGNING THIS SCHEDULE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE; (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE STATE WHERE THE EQUIPMENT IS LOCATED. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

LESSOR: ProSys Information Systems, Inc.
 6575 The Corners Pkwy, Ste 300
 Norcross, GA 30092

[Signature] 10/30/2018
 Authorized Signature Date Signed

MATTHEW R. GIRARDOT
 Printed Name
CHIEF LEGAL OFFICER
 Print Title
AND SECRETARY

LESSEE SIGNATURE

DeKalb County, GA

Lessee Legal Name

[Signature] X 11/14/18
 Authorized Signature Date Signed

X Michael L. Thurmond
 Print Signer's Name

CEO
 Print Signer's Title

Federal Tax ID Number

**Attachment A to
Lease Schedule 2075-001**

<u>Qty</u>	<u>Description</u>
1	DS2246-R5
2	Power Cable North America,R6
1	SSD SHLF,24x3.8TB,-QS
912	OS Enable,Per-0.1TB,ONTAP,HCUltra-Stor,OP,QS
1	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32
4	Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,2m
1	Cable,Ethernet,0.5m RJ45 CAT6
2	Cable,Ethernet,2m RJ45 CAT6
1	SupportEdge Premium 4hr Onsite,VA
12	SSD,3.8TB,DS2246,FAS2552

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Master Lease Agreement No. 2075 dated _____, 2018 and all Schedules thereto now and hereafter entered into in accordance therewith (individually a "Schedule", and collectively the "Lease"), is by and between ProSys Information Systems, Inc. (Lessor) and DeKalb County, GA (Lessee). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary, the following applies to each Schedule:

1. Lessee presently intends to continue each Schedule for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of each Schedule the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and each Schedule and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease and each Schedule.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under a specific Schedule and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Schedule (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Schedule, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Schedule shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Schedule for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. Each Schedule shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Schedule, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. Each Schedule is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under any Schedule. It is understood that neither the Lease, any Schedule nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Schedule.

4. The Lessee and Lessor agree that they intend each Schedule to be an operating lease and that by the execution thereof, Lessee acquires no ownership interest in the Equipment whether vested or contingent. The Lessee's interest in the Equipment is limited to that of a lessee and Lessor retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the ____ day of _____, 2018.

ProSys Information Systems, Inc.
(Lessor)

DeKalb County, GA
(Lessee)

By [Signature] 10/30/2018
(Date)

By [Signature]
(Date)

Name/Title MATTHEW R. GIRARDOT
CHIEF LEGAL OFFICER
AND SECRETARY

Name/Title Michael L. Thurmond CEO

CERTIFICATE OF APPROPRIATIONS
(State and Local Government Master Lease Agreement) **DeKalb County**
Contract No. 1135992

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of DeKalb County, GA ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain State and Local Government Master Lease Agreement, Number 2075, between Lessee and ProSys Information Systems Inc. as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this 30th day of January, 2018.

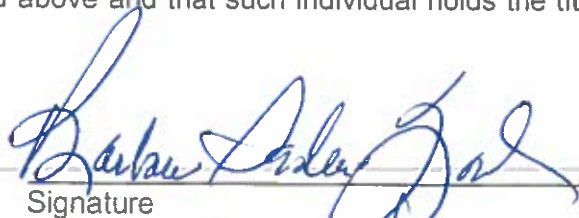


Signature

Michael L. Thurmond, CEO

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.



Signature

Barbara Sanders Norwood

Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: State and Local Government Lease Agreement #2075, dated _____, 2018, (each individually, hereinafter the "Agreement") by and between ProSys Information Systems, Inc. ("Lessor") and DeKalb County, GA ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

LESSEE: DeKalb County, GA

By: 
(Authorized Signature)

Michael L. Thurmond CEO
(Name and Title - printed or typed)

Date: 11-14-18

State & Local Government -- Opinion of Counsel
(To be typed on letterhead of counsel)

DeKalb County
Contract No. 1135992

Date: October 30, 2018

ProSys Information Systems, Inc.
6575 The Corners Pkwy, Ste 300
Norcross, GA 30092

Attention: Matthew Girardot

Re: Lease Agreement No. 2075 (the "Agreement")

Ladies and Gentlemen:

I am legal counsel for DeKalb County, GA (Customer), and I am familiar with the above-referenced Agreement by and between the Customer and your company.

Based upon my examination of the Agreement, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Customer is a State or a political subdivision thereof, as those terms are used in Section 103 of the Code, and is authorized by the applicable Constitution and laws to enter into the transaction(s) contemplated by the Agreement and to carry out its obligations thereunder.
2. Customer's obligation(s) under the Agreement is a State or local bond within the meaning of Section 103 of the Code.
3. The Agreement and other related documents have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding agreements enforceable against Customer in accordance with its terms.
4. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Customer of the Agreement and the transaction(s) contemplated hereby.
5. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Customer or result in any breach of, or constitute a default under, any instrument or agreement binding upon Customer or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or the Equipment (as defined in the Agreement), other than those created by the Agreement.
6. There are no actions, suits or proceedings pending or threatened against or affecting the Customer in any court or before any governmental commission, board or authority that, if adversely determined, would have a material adverse effect on the ability of the Customer to perform its obligation(s) under the Agreement.
7. The Equipment is tangible personal property and, when subject to use by the Customer, will not be or become a fixture or real property under the laws of the state where the equipment is being used by the Customer.
8. All required public bidding procedures regarding an award to your company of the transaction(s) contemplated under the Agreement have been properly and completely followed by the Customer.
9. The Customer shall be the only entity to own, operate and use the Equipment during the Term (as defined in the Agreement).
10. The Agreement does not constitute, and is not expected to become, an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code

DeKalb County

By: _____

Title: CEO Michael L. Thurmond

Date: 11-14-18

Lease Addendum (Georgia)

CUSTOMER INFORMATION	Lessee Name: DeKalb County, GA	Lease # 2075	
	Billing Street Address/City/State/Zip 3630 Camp Road Decatur, GA 30032	Schedule # 2075-001	

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number and Schedule Number, if applicable, specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

1. **County or Municipality.** You represent and warrant to us that you are a "county" or "municipality" of the State of Georgia, as such terms are used in Section 36-60-13 of the Official Code of Georgia Annotated.
2. **Lease Term.** The term of this Lease will begin on the date that you sign the Delivery and Acceptance Certificate and will continue until the last day of the then current calendar year, or if renewed, as provided below, until the last day of each succeeding calendar year for which it may be so renewed. At the end of each such calendar year, the term of this Lease will automatically renew unless you have given us at least thirty (30) days prior written notice of your decision not to renew this Lease, in which case this Lease will terminate on the last day of the then current calendar year, without any penalty or expense to you, except as to payments due during such calendar year. The term of this Lease will not be renewed and continued beyond the number of months identified in this Lease under the heading "Lease Term".
3. **Authority and Authorization.** You represent and agree that: (a) the entering into and performance of this Lease is authorized under your State laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party;

- (b) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; and (c) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us. Also, upon our request, the opinion of counsel will provide that this Lease satisfies the requirements of Section 36-60-13 of the Official Code of Georgia Annotated. This Section 3 is added as an additional sequentially numbered section to this Lease entitled "Authority; Authorization".
4. It is the intent of the parties hereto that this Agreement fully comply with the provisions of Section 36-60-13 of the Official Code of Georgia Annotated. In this regard, the Lessee represents and warrants that the principal portion of Lease Payments, when added to the aggregate amount of debt incurred by the Lessee pursuant to Article IX, Section V, Paragraph 1 of the Constitution of the State of Georgia, does not exceed 10% of the assessed value of all taxable property with the boundaries of the Lessee.
5. The Lessee represents and warrants that the Equipment to be financed under the Lease Agreement has not been the subject of a referendum which failed to receive the approval of the voters of the Lessee within the immediately preceding four calendar years.
6. **Choice of Law.** Regardless of any conflicting provisions in this Lease, THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA. This Section 6 replaces Section 18 of this Lease entitled "Choice of Law".

Lessee: DeKalb County, GA

Authorized Signature

Michael L. Thurmond
 Michael L. Thurmond, CEO

Print Name & Title

11-14-18

Date

Lessor: ProSystem Information Systems, Inc.

Authorized Signature

Matthew R. Girardot
 MATTHEW R. GIRARDOT, CHIEF LEGAL OFFICER
 AND SECRETARY

Print Name & Title

OCTOBER 30, 2018

Date

DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Lessee identified below, agree:

- A) That all products described in the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement; and
- B) That we, ProSys Information Systems, Inc., are authorized to purchase the Equipment and start billing you under the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement.

Schedule No. 2075-001

Customer Name: DeKalb County, GA

Authorized Signature

X 

CEO

Title

11-14-18

Date

INCUMBENCY CERTIFICATE

State Local Government Lease Agreement ("Agreement") between DeKalb County, GA ("Customer") and ProSys Information Systems, Inc. signed by DeKalb County, GA on _____, 2018


I, _____, certify that I am the duly elected or appointed and acting Clerk of **County of DeKalb, GA**, a political subdivision or agency duly organized and existing under the laws of the State of GA, that I have custody of the records of such entity, and that, as of the date hereof (and for six (6) months prior thereto), the individuals named below are duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that: (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into the Agreement identified above by and between such entity and ProSys Information Systems, Inc.

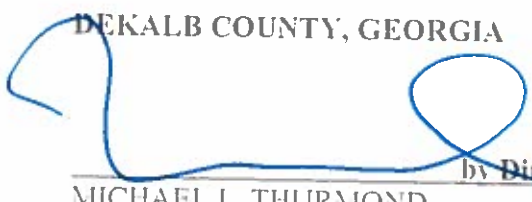
NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____


Signed and sealed by the undersigned on Nov. 18, 2018


Clerk

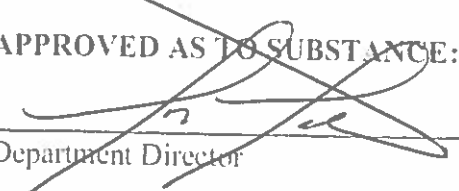
IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, each to be considered as an original by their authorized representatives, on this 14th day of November 20 18.


By:  (SEAL)
Signature
Matthew R. Girardot
Name (Typed or Printed)
Chief Legal Officer ³ Secretary
Title
October 30, 2018
Date

DEKALB COUNTY, GEORGIA
 by Dir. (SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia
11-14-18
Date

ATTEST:

Signature
David Ryan
Name (Typed or Printed)
Treasurer
Title
October 30, 2018
Date

ATTEST:

BARBARA SANDERS, CCC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia
Nov. 18, 2018
Date

APPROVED AS TO SUBSTANCE:

Department Director

APPROVED AS TO FORM:

County Attorney Signature
Manan Adhikary, Aca
County Attorney Name (Typed or Printed)

DeKalb County
Contract No. 1135992

CERTIFICATE OF CORPORATE RESOLUTION

I, Matthew R. Girardot, certify the following:

That I am the duly elected and authorized Secretary of ProSys Information Systems, Inc. (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed Matthew R. Girardot in his official capacity as Secretary of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

Master State³ Local Government Lease Agreement #2075

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 30th day of October, 2018.



(Secretary)

(CORPORATE SEAL)

DeKalb County
Contract No. 1135992



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Master

File Number: 2018-2484

File ID: 2018-2484

Type: Resolution

Status: Action

Version: 1

Action
Type:

Controlling Body: Board of
Commissioners

File Created: 07/24/2018

Subject:

Final Action:

Title: Commission District(s): All

CA - Cooperative Agreement for NetApp System: for the Department of Innovation and Technology (IT). Consists of the lease of NetAPP data storage equipment to expand the County's data storage capacity. Awarded to ProSys Information Systems. Amount Not To Exceed: \$376,891.92.

Internal Notes:

Sponsors:

Enactment Date:

Attachments: Agenda Notes, UD Memo, Statewide Contract

Enactment Number:

Recommendation:

Hearing Date:

Entered by: jmconico@dekalbcountyga.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Committee of the Whole	08/21/2018	Accepted to the BOC agenda and assigned	OPS-County Operations	08/28/2018	08/28/2018	
<p>Action Text: This agenda item was Accepted to the BOC agenda and assigned to the OPS-County Operations due back on 8/28/2018 .</p>							
1	Executive Proposed Agenda	08/28/2018					
1	Board of Commissioners	08/28/2018	deferred to the next meeting	OPS-County Operations	09/11/2018		Pass
<p>Action Text: MOTION was made by Steve Bradshaw, seconded by Mereda Davis Johnson, that this agenda item be deferred to the next meeting and assigned to the County Operations Committee (OPS), and return to the Board on September 11, 2018. Items 2018-2367, 2018-2399, 2018-2467, 2018-2484 were heard together. The motion carried by the following vote:</p> <p>Yes: 7 Commissioner Jester, Commissioner Rader, Commissioner Johnson, Commissioner Bradshaw, Commissioner Davis Johnson, Commissioner Gannon, and Commissioner Adams</p>							

Contract Effective Date: December 2, 2015
Contract Expiration Date: August 31, 2018
Amount Spent To Date: \$275,417.00
Funding: General Operating (IT)

BOC Approval Date: September 11, 2018

Talisa R.
Clark

Digitally signed by Talisa R. Clark
DN: cn=Talisa R. Clark, o=Purchasing
and Contracting, ou=Director's Office,
email=tclark@dekalbcountyga.gov, c=US
Date: 2018.09.12.09:02:58 -0400

Talisa R. Clark, CPPO
Chief Procurement Officer
Purchasing & Contracting Department

Phyllis
A. Head

20180912 11:21:00
DN: cn=Phyllis A. Head,
ou=Director's Office,
o=Purchasing and Contracting,
ou=Director's Office,
email=phhead@dekalbcountyga.gov,
c=US
Date: 2018.09.12.11:21:00
-0400