



3/23/2020

DeKalb County, Georgia
4415 Memorial Dr.
Decatur GA 30032

RE: Municipal Lease # 24739

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24739 are valid for contracts that are executed and returned to Motorola on or before May 15, 2020. After **5/15/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531

Thank You,

Bill Stancik
MOTOROLA SOLUTIONS CREDIT COMPANY LLC

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24739

LESSEE:

DeKalb County, Georgia
For the benefit of DeKalb County
Sheriff's Office
4415 Memorial Dr.
Decatur GA 30032

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. The Initial Term of this Lease begins as of the Commencement Date identified by Lessor in the Schedule A attached hereto, relating to such Lease, in accordance with applicable provisions of Georgia law, the Initial Term expires absolutely and without further obligation on the part of Lessee at midnight on the last day of the calendar year in which this Lease was executed, subject to Lessee's option to extend the term of this Lease for up to the number of consecutive one-year renewal terms (each of such terms, a "Renewal Term," and collectively, "Renewal Terms") to pay the Lease Payments due hereunder. Each Renewal Term under this Lease shall also terminate absolutely and without further obligation on the part of Lessee at midnight on the last day of each succeeding calendar year that is a Renewal Term, unless this Lease has been renewed as set forth herein. Lessee's annual option to extend the term of this Lease shall be exercised by the adoption by the governing body of Lessee of a final budget in accordance with applicable law which appropriates, specifically with respect to this Lease, moneys sufficient (after taking into account any moneys legally available for such purpose) to pay the Lease Payments and all additional amounts for which Lessee is or may become responsible under this Lease for the next succeeding Renewal Term as provided herein. The adoption of such final budget, after the holding of a public hearing, if necessary, and compliance with the procedures required by applicable law, shall extend the term of this Lease with respect to which such action is taken for the succeeding Renewal Term without any further action required by any officers or officials of Lessee. Within ten (10) days after the adoption of such final budget, Lessee shall deliver written notice to Lessor stating that Lessee has extended the term of this Lease. The terms and conditions of any Renewal Term of this Lease shall be the same as the terms and conditions during the Initial Term of this Lease, except that the Lease Payments shall be as provided in Schedule B.

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee currently intends, subject to Section 5, to continue the term of this Lease through the Initial Term and all Renewal Terms and to pay the Lease Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the Initial Term and all Renewal Terms of this Lease can be obtained. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend this Lease for any Renewal Term is within the discretion of the governing body of the Lessee.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and

delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to the Addendum to Purchase (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. NOTHING CONTAINED HEREIN SHALL PRECLUDE THE LESSEE FROM ENFORCING ANY WARRANTIES AFFORDED UNDER THE CONTRACT INCLUDING THE WARRANTY AS FURTHER DESCRIBED IN SECTION. 4 OF THE ADDENDUM TO PURCHASE AGREEMENT, AGAINST MOTOROLA SOLUTIONS, INC. AS THE EQUIPMENT VENDOR.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) it is the intent of the Lessee and Lessor that the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of

any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Initial Term and each Renewal Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. (a) During the term of this Lease, title to the Equipment shall be vested in Lessor, subject to the rights of Lessee under such Lease. Upon the first to occur of (i) the day after the last scheduled Rental Payment under such Lease is paid in full or (ii) the day after the Lessee exercises the prepayment option under the lease and such Lease is paid in full, Lessor shall transfer all of its right, title and interest in and to the Equipment under such Lease to Lessee without representation or warranty (except with respect to Lessor or anyone claiming by, through or under Lessor) "where is, as is" and "with all faults." Lessee, at its expense, will protect and defend Lessor's title to the Equipment identified in each Lease and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(b) Upon the first to occur of (i) the expiration of the Initial Term or any Renewal Term under such Lease during which an Event of No appropriation occurs or (ii) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein.

(c) All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. Unless the Equipment is portable and mobile units that will used at multiple locations in and around the county, the Equipment will not be removed from the Equipment Location shown on the Schedule A without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state

and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Initial Term and each Renewal Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Initial Term and each Renewal Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Intentionally omitted.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Initial Term and each Renewal Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to

time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment and unless the Lessee has been permitted to self-insure, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Copies of all notices shall be mailed via First Class U.S. Mail to the County to the attention of the Chief Executive Officer, and the DeKalb County Sheriff's Office, at addresses listed of the Lessee Fact Sheet. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of Georgia.

22. DELIVERY OF RELATED DOCUMENTS. (a) Lessee hereby agrees to complete, execute and deliver to Lessor with respect to this Lease a Certificate of Compliance with Georgia Law (in substantially the form attached hereto).

(b) Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

If Lessee is a county or municipality under the laws of the State of Georgia, (a) the sum of (i) the aggregate principal component of Lease Payments under the Lease plus (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia (which was outstanding in the aggregate principal amount of \$ _____ on _____) does not exceed 10% of the assessed value of all taxable property within Lessee; and (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of the Lessee's voters within the four calendar years immediately preceding the date of execution of the Certificate of Acceptance to which this Certificate is attached. The Lease to which this Certificate relates is not being entered into within four calendar years after an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by the Lessee's electors.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The parties acknowledge that in an agreement that is separate from this Lease, Motorola Solutions, Inc. has entered into a purchasing agreement with DeKalb County using the Georgia State Contract No. 980-2800008. Nothing in this Lease shall affect Lessee's rights under that agreement and nothing in that agreement shall affect the rights or obligations of the parties under this Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

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.

MOTOROLA SOLUTIONS, INC. (Lessor)

DEKALB COUNTY, GEORGIA (Lessee)

By: _____
Signature

Uygar Gazioglu
Name (Typed or Printed)

Treasurer
Title

36-1115800
Federal Tax I.D. Number

Date

Sworn to before me this _____ day of _____, 2020

Notary (seal)

_____ **by Dir.**(SEAL)

Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA SANDERS, CCC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Date

APPROVED AS TO SUBSTANCE:

Sheriff of DeKalb County

APPROVED AS TO FORM:

Supervising Attorney Signature

Supervising Attorney Name (Typed or Printed)

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or

(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the DeKalb County, Georgia , an entity duly organized and existing under the laws of the **State of Georgia** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24739**, between DeKalb County, Georgia and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of DeKalb County, Georgia , hereto this _____ day of June, 2020.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL (to be provided on County letterhead)

Part I Reporting Authority		If Amended Return , check here <input type="checkbox"/>	
1 Issuer's name DeKalb County Georgia		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 4415 Memorial Dr.	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Decatur GA 30032		7 Date of issue 5/15/2020	
8 Name of issue Equipment Lease-Purchase Agreement 24739		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	2,282,736.12
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶		18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 5/15/2023	\$ 2,282,736.12	\$ 2,282,736.12	3 years	2.06 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	2,282,736.12
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	2,282,736.12

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24739
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24739** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: May 15, 2020

First Payment Due Date: May 15, 2021

3 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Quantity	Model Number	Description or Specification
All Staff		
600	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5
600	H38	Smartzone Operation
600	G361	ADD: P25 TRUNKING SOFTWARE
600	Q806	Astro Digital CAI Operation
600	PMLN5657A	APX6000 CC 2.75
600	PMAF4002	Public Safety Speaker Mic Antenna
600	W969	ADD:MULTI-KEY
600	QA00580	TDMA
600	NNTN8860	Impress Charger
600	H885BK	Service from Start
600	PMMN4060	Public Safety Speaker Mic
600		Programming
600		Volume Discount
Tower Radios		
32	M25URS9PW1 N	APX6500 7/800 MHZ MID PWR
32	G91	ADD: CONTROL STATION POWER SUPPLY
32	GA00580	ADD: TDMA OPERATION
32	G806	ADD: ASTRO? DIGITAL CAI OPERATION
32	G51	ENH: SMARTZONE OPERATION APX6500
32	G361	ADD: P25 TRUNKING SOFTWARE
32	G442	ADD: O5 CONTROL HEAD
32	G444	ADD: APX CONTROL HEAD SOFTWARE
32	G66	ADD: DASH MOUNT
32	G89	ADD: NO RF ANTENNA NEEDED
32	W382	ADD: CONTROL STATION DESK GCAI MIC
32	W969	ADD:MULTI-KEY
32	H885BK	Service from Start
32	G142	ADD: NO SPEAKER NEEDED
32	W665	ADD: BASE STATION APEXWWM
32	HLN6042	MOBILE DESK TRAY
32		Programming & Installation
32		Volume Discount
Car Radios		
77	M25URS9PW1 N	APX6500 7/800 MHZ MID PWR
77	G51	ENH: SMARTZONE OPERATION APX6500
77	GA00580	ADD:TDMA OPERATION
77	G174	ADD: ANT 3DB LOW-PROFILE 762-870

77	G72	ADD: APX O3 CONTROL HEAD
77	G444	ADD: CONTROL HEAD SOFTWARE
77	G67	ADD: REMOTE MOUNT MID POWER
77	G90	ADD: No Mic Needed
77	B18	ADD:AUXILARY SPKR 7.5 WATT
77	G361	ADD: P25 TRUNKING SOFTWARE
77	W969	ADD:MULTI-KEY
77	G806	ENH: ASTRO DIGITAL CAI OP APX
77		SERVICE from Start
77		Programming
77		Installation
77		Volume Discount
300	NNTN8092	Impress Battery
10	NNTN8097A	Multi-Charger
89	RLN6424	RX Only Extra Load Ear Piece
5		Bi-Directional Ampifiers (BDAs)
1		Provide Tower Antenna & installation
1		Radio Storage
1		Code Plug Mgmt
1		Project Management (12 days)

DeKalb County, Georgia(Schedule B Lease 24739)						
Compound Period:		Annual				
Nominal Annual Rate:		0.000%				
CASH FLOW DATA						
Event	Date	Amount	Number	Period	End Date	
1 Lease	5/15/2020	\$ 2,377,424.03	1			
2 Lease Payment	5/15/2021	\$ 792,474.68	3	Annual	5/15/2023	
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
Date	Lease Payment	Interest	Principal	Balance		
Lease 5/15/2020				\$ 2,377,424.03		
1 5/15/2021	\$ 792,474.68	\$ -	\$ 792,474.68	\$ 1,584,949.35		
2 5/15/2022	\$ 792,474.68	\$ -	\$ 792,474.68	\$ 792,474.67		
3 5/15/2023	\$ 792,474.68	\$ 0.01	\$ 792,474.67	\$ -		
Grand Totals	\$ 2,377,424.04	\$ 0.01	\$ 2,377,424.03			

INITIAL INSURANCE REQUIREMENT: \$2,377,424.03

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$2,282,736.12 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.06%. Such issue price and yield will be stated in the applicable Form 8038-G.

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Solution Price	\$3,077,424.03
Down payment	\$700,000.00
Lease amount	\$2,377,424.03

February 20, 2020

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

RE: Self-Insurance for a Schedule Number **24739** to that certain Equipment Lease Purchase Agreement Number **24739** dated the _____ day of _____ 2020, by and between as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;
2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;
4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;
6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;
7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;
8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.
10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment.
11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.
12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: DeKalb County Georgia

By: _____

Title: _____

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, [please address the following questions](#) by completing this form or by sending a separate letter:

1. **What is the specific use of the equipment?** The radios and broadcasting equipment is needed to provide communication in the facility and out in the field. The equipment is essential for all radio communication through-out the entire county, aligning with all public safety agencies (DKPD, E911 Dispatch etc.)

2. **Why is the equipment essential to the operation of DeKalb County, Georgia?** The equipment is essential for the seamless emergency management response that the law enforcement provide to the citizens of the county, jail, field, and court operations.

3. **Does the equipment replace existing equipment?** The equipment will replace current antiquated radio and broadcasting devices. This is needed because the current model, is not manufactured anymore and has exceeded it life expectancy. The vendor does not make replacement parts nor service the current equipment.

4. **Is there a specific cost justification for the new equipment? If yes, please attach outline of justification.**
The justification of obtaining the new equipment is due to the equipment currently used by our agency are not being manufactured any longer. The County's public safety sector has already equipped their agencies with the current model of radio/broadcast communication system. This system will be the same as theirs.

5. **What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?**
Please refer to pages 10-13. The payments will be disbursed out the budget.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24739

Lease Schedule A No. : 24739

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24739. See Schedule A for a detailed Equipment List.

LESSEE:

DeKalb County, Georgia

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee, DeKalb County, Georgia (as defined in the Lease No. 24739) held on _____, 2020, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board 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 or other personal property described in the Lease between DeKalb County, Georgia (Lessee) and Motorola Solutions, Inc. (Lessor) for the benefit of the DeKalb County Sheriff's Office.

2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee and the DeKalb County Sheriff's Office for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

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

Equipment Lease Purchase Addendum Warranty

Motorola Solutions, Inc. ("Motorola") and DeKalb County, Georgia ("Customer") attach this Addendum to NASPRO/Georgia State Contract No. 06913 (the "Contract"), pursuant to which Customer will purchase and Motorola will sell the Products, including the warranty as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties further agree as follows:

Section 1 EXHIBITS

The exhibits listed below are fully incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order:

Exhibit A	Motorola's Quote/Proposal dated March 16, 2020
Exhibit B	NASPRO/Georgia State Contract No. 06913
Exhibit C	Equipment Lease Purchase Agreement Delivery and Acceptance Certificate

Section 2 SCOPE OF WORK

Motorola will provide the Equipment and perform its other contractual responsibilities, and Customer will perform its contractual responsibilities, all in accordance with the applicable terms and conditions of this Addendum.

Section 3 CONTRACT PRICE, PAYMENT, AND INVOICING

3.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$3,077,424.03. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement No. 24739 executed between the parties in June of 2019. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Motorola will pre-pay and add all freight charges to the invoices.

3.2. **TITLE, AND RISK OF LOSS; INVOICING AND SHIPPING.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

3.3. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known): _____

The address for the final destination where the Equipment will be delivered to Customer is: _____

Customer may change this information by giving written notice to Motorola.

Section 4 WARRANTY.

Notwithstanding any provision in this Contract to the contrary, the following warranty period is five-years from the date of acceptance of delivery of the subscriber radio equipment and warranty services will include:

- Annual ON-SITE Preventive Maintenance of all of the radios
- ON-SITE repairs of all equipment as identified by Lessee on Friday's
- Repair or replacement of radio speakers, power cables, antenna cables, and antennas no matter how they were damaged
- Labor to swap radios when radios are pulled for repair
- Labor to swap back in original radio when returned from repair
- ON-SITE troubleshooting of radios;
- Covers normal wear and tear, accidental damage, breakage, water damage, and chemical damage.

EXHIBIT A

MOTOROLA'S PROPOSAL DATED March 16, 2020



DEKALB COUNTY, GEORGIA

SHERIFF DEPARTMENT RADIO UPGRADE;

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

COVER LETTER AND PRICING

Please see Motorola's cover letter and pricing on the following pages.



Teri Bell
IT Manager
DeKalb County Sheriff Office

RE: Public Safety Radio Upgrade

Dear Ms.Teri Bell,

Motorola Solutions, Inc (Motorola) is pleased to present this proposal to address the need to upgrade critical public safety equipment utilized by the Sheriff's Department. Motorola will provide a project manager to work with the Sheriff's IT Department to ensure a smooth project delivery. This project includes the following deliverables

- Replacement of Subscribers (Mobiles &Portables)
- Provide and Install 5 Bi-Directional Amplifiers
- Code Plug Evaluation
- Project Management

These upgrades will grant DeKalb County Sheriff office the most recent technology platform for Public Safety Subscribers. Upon contract execution, we will schedule a customer design review to determine priority of project delivery.

As the industry's premier supplier of mission critical Public Safety solutions, we at Motorola believe we have many unique capabilities. It is these capabilities that enable us to offer effective solutions. Our goal is to provide solutions that help our customers to be more productive while increasing customer satisfaction.

Motorola's proposal is conditioned upon your acceptance of the terms and condition of a negotiated Lease Purchase Agreement.

Regards,

Livinia Miller, Senior Account Manager
Motorola Solutions
(404) 630-8922





1.1 PRICING

Subscribers Project

- 600 APX6000 Model 2.5
- 32 APX6500 Control Stations (Tower Radios)
- 77 APX6500 (03 Control Head) Mobiles
- 5 Bi-Directional Amplifiers (BDAs)
- Code Plug Management
- Project Management

Final Project Pricing

\$3,077,424.03**

**Pricing includes:

- 0% Financing for 3 years
- Ga State Contract Pricing (NASPO #06913)
- Additional discount above Ga State Contract



SECTION 2

LEASE PURCHASE

Please see Motorola's Lease Purchase Document and Lease Purchase Contract Amendment on the following pages.



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SECTION 3

STATEMENT OF WORK

600 PORTABLES, 77 MOBILES

3.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the DeKalb County Sheriff Office (DKSO). The tasks described herein will be performed by Motorola, its subcontractors, and the DeKalb County Sheriff Office in order to implement the solution described within. It describes the actual work involved in installation, and clarifies the responsibilities for both Motorola and the Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

3.2 MOTOROLA SOLUTIONS GENERAL RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation effort.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Provide DeKalb County with the appropriate system interconnect specifications.
- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with DeKalb County.
- Administer safe work procedures for installation.



3.3 CONTRACT

3.3.1 Contract Award

- The Customer and Motorola execute the contract and both parties receive all of the necessary documentation.

3.3.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

3.3.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the teams' interactions (Motorola and the Customer), meetings, acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.



3.4 CONTRACT DESIGN REVIEW

3.4.1 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the system design/scope of work and update the contract documents accordingly.
- Review minimum acceptable performance specifications for microwave, fiber, or copper links, etc.
- Establish demarcation point to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions as needed in relation to the implementation activities.

Completion Criteria:

- Complete Design Documentation, which may include updated system description, equipment list, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes to the contract resulting from the Design Review.

3.4.2 Design Approval

- The Customer executes a Design Approval milestone document.

3.5 ORDER PROCESSING

3.5.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.



- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment.

Customer Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

3.6 MANUFACTURING

3.6.1 Manufacture Motorola Subscribers

Motorola Responsibilities:

- Manufacture the subscribers necessary for the system, based on the equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- Subscribers (mobile/ portable radios & control stations) shipped to the field.

3.6.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Procure non-Motorola equipment necessary for the system based on the equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field.

3.6.3 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

3.7 BI-DIRECTIONAL AMPLIFIER (BDA) REPLACEMENT

Motorola will utilize Mobile Communications to provide Five (5) replacement BDA's for DeKalb County Jail. These BDA's enable expansion if needed to meet future needs. Implementation tasks to replace the BDA's include the following:

Motorola Responsibilities:

- Removing the old existing BDA's.
- Mount the replacement BDA's to the wall.
- Optimize the newly installed BDA's.

Customer Responsibilities:

- Mobile Communications will engage DeKalb County Facilities Department to remove power from BDA's where the electrical cables are hard wired.

Assumptions:

- No part of the DAS (Distributed Antenna System) or donor antenna system will be changed.
- Does not guarantee increase in coverage and further testing may be needed once BDA's are fully functional to identify dead spots and options for coverage.

3.8 SUBSCRIBER IMPLEMENTATION

Subscriber implementation activities include programming, installation, and removal of existing units based on the quantities below:

- 600 APX Portables 700/800 Model 2.5
- 32 APX6500 7/800 MHZ MID PWR Control Stations
- 77 APX6500 7/800 MHZ MID PWR Mobiles

3.8.1 Program and Install Mobiles

Motorola Responsibilities:

- Program all the mobiles, as identified in the equipment list, in accordance with the Customer-approved programming templates, client software, and fleet map.
- Install all the mobiles in the vehicles, as identified in the equipment list.
- The following guidelines are followed during installation:
 - A “one-time only” programming charge is included in the project price.
 - Installations utilize the standard mobile mounting hardware provided with the type of unit.
 - Obtain main power leads from a voltage source as supplied in the mobiles.
 - Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.



- Motorola will determine an alternative location whenever the antennas cannot be installed on the roof.
- Plug the old antenna hole with an appropriate rubber plug if the antenna requires a new location on the vehicle.
- Remove the existing mobiles from the vehicles at the time of installation of new radios.

Customer Responsibilities:

- Provide adequate number of vehicles for installations.
- If any installations require variations from the approved plan, the Customer must approve, before proceeding with the variance.

Completion Criteria:

- All mobiles are programmed and installed successfully and approved by the Customer.

3.8.2 Program and Distribute Portables

Motorola Responsibilities:

- Program all the portables, as identified in the equipment list, based upon the Customer approved programming templates, client software, and fleet map. A “one-time only” programming is included in the project pricing.
- Deliver units to authorized Customer personnel and inventory upon receipt.

Customer Responsibilities:

- Approve template(s) being used and initiate portable programming.
- Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.

Completion Criteria:

- All portables are successfully programmed and approved by the Customer.

3.8.3 Mobile & Portable Subscribers Complete

- All Mobile and Portable Subscribers are programmed and/or distributed/installed successfully, and approved by the Customer.

3.8.4 Program and Install Control Stations

Motorola Responsibilities:

- Properly connectorize and ground the cabling, which will be run to the antenna location using the least obtrusive method.
- Survey the exact mounting locations and develop control station installation plan.
- Perform the following tasks for the local control stations installations:
 - Create installation plan.
 - Install RF local control stations identified in the equipment list utilizing existing line (not greater than 100 feet).
 - Provide and install 32 MAG MOUNT antenna kits for control stations.
 - Connect to the Customer-supplied ground point.

- Program all control stations once, from the Customer approved template prior to delivery.

Customer Responsibilities:

- Provide cable entry into the building through wall feed-through and seal with silicone, or provide an entry plate and boot.
- Provide ground point within 6 cable feet of the control station.
- Provide necessary space for installation of the local control station. Supply, exterior or internal, vertical spaces for installation of the control station antenna with no more than a 100-foot cable run.
- Provide an elevated antenna mounting location.
- Supply a dedicated 115 VAC grounded electrical outlet rated at 15 A to power the control station and remote control device. Provide an outlet within 6 feet of the unit.
- Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and control station.
- Provide antenna-mounting facilities at each of the RF control station points specified, while providing an adequate means of feed-line routing and support.

Completion Criteria:

- Completion of all the control station installations, and approval by the Customer.

3.8.5 Control Station Complete

- Control Station installation completed and accepted by the Customer.

3.9 FINALIZE

3.9.1 Resolve Punch list

Motorola Responsibilities:

- Work with the Customer to resolve any punch list items, documented during meetings, in order to allow for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of any identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

Completion Criteria:

- All punch list items resolved and approved by the Customer.

3.9.2 Final Acceptance

- All project implementation deliverables complete.
- Final System Acceptance received from the Customer.



3.10 PROJECT ADMINISTRATION

3.10.1 Project Status Meetings

Motorola Responsibilities:

- Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include such topics as:
 - Overall project status.
 - Product or service related issues that may affect the implementation activities.
 - Status of any action items and the responsibilities associated with them.
 - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Conclusion of the meetings and submission of meeting minutes.

3.10.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the project.

Completion Criteria:

- Customer approval of the Milestone Completion document(s).

3.10.3 Change Order Process

Either party may request changes within the general scope of this agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this agreement, the parties will agree to an equitable adjustment of the contract price, performance timetable, or both, and will reflect the adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

EXHIBIT B

NASPRO/Georgia State Contract No. 06913, incorporated by reference

EXHIBIT C

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: 24739

Lease Schedule A No. : _____

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# _____ . See Schedule A for a detailed Equipment List.

LESSEE/CUSTOMER:

By: _____

Title: _____

Date: _____

Please complete this form and send a copy via US mail or email to:

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

MOTOROLA SOLUTIONS, INC.

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

36-1115800

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)