

ORDINANCE NO. 21-16

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN ORDER TO PROVIDE FOR THE ACQUISITION OF CERTAIN RADIO EQUIPMENT FOR THE SHERIFF'S OFFICE AND OTHER COUNTY DEPARTMENTS; TO PROVIDE THE TERMS AND CONDITIONS OF SUCH LEASE-PURCHASE AGREEMENT; TO PROVIDE FOR THE GRANTING OF A SECURITY INTEREST TO SECURE ALL OBLIGATIONS UNDER THE LEASE-PURCHASE AGREEMENT; TO AUTHORIZE THE EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY OR APPROPRIATE FOR THE CONSUMMATION OF SUCH LEASE-PURCHASE AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO

WHEREAS, Dorchester County, South Carolina (the "County"), a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "State"), proposes to finance the acquisition of radio equipment and associated technology, together with associated infrastructure, for the Dorchester County Sheriff's Office (the "Equipment") in a principal amount not to exceed \$1,650,000; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended, grants to counties the power to lease personal property; and

WHEREAS, the acquisition of the Equipment serves a valid corporate and public purpose of the County and is appropriate and necessary to the functions and operation of the County; and

WHEREAS, a true and very real need exists for the acquisition of the Equipment; and

WHEREAS, all necessary steps, including any legal procurement requirements, under applicable law to arrange for the acquisition of the Equipment have been taken; and

WHEREAS, in order for the Equipment to be compatible with that of the County, the County received a written proposal from Motorola Solutions Credit Company LLC based on a State contract for the acquisition of the Equipment and the financing of the Equipment pursuant to a lease arrangement; and

WHEREAS, the County Council of Dorchester County (the "Council"), the governing body of the County, has determined, and hereby determines, that it is in the County's best interest to accept the proposal of Motorola Solutions Credit Company LLC on the terms and conditions described herein and therein and, specifically, to accept the offer to finance the acquisition of the Equipment for a term of five years with interest payable at the rate of 0.00% per annum; and

WHEREAS, the County may pay certain capital expenditures in connection with the Equipment prior to its receipt of proceeds of the financing ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the principal amount of the borrowing; and

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital, and the County hereby declares its official intent to be reimbursed for any capital expenditures for Equipment from the Lease Purchase Proceeds; and

WHEREAS, the County intends to lease the Equipment pursuant to the terms of an Equipment Lease-Purchase Agreement (the "Lease") between the County, as lessee, and Motorola Solutions Credit Company LLC or Motorola Solutions, Inc., as lessor (the "Lessor"); and

WHEREAS, under the terms of the Lease, the County shall convey a security interest in the Equipment acquired under the Lease to the Lessor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL in meeting duly assembled:

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.

2. The Council hereby authorizes, ratifies, confirms and approves all procurement actions heretofore taken in canvassing the bids with respect to this transaction.

3. The proposal of the Lessor communicated on or about August 10, 2021, the terms and conditions of which are described herein and in the documents authorized hereby, with such changes as have been agreed to, is hereby approved and accepted, and Council specifically accepts the Lessor's offer to finance the acquisition of the Equipment for a term of five years with interest payable, subject to the terms of the Lessor's proposal, at the rate 0.00% per annum.

4. The lease of the Equipment by the County from the Lessor pursuant to the terms, including the principal amount and the interest rate, as follows is hereby approved. The Lease shall be in a principal amount not to exceed \$1,650,000 with interest payable at the rate of 0.00%.

5. The Chairman of Council, the County Administrator, the Chief Financial Officer of the County, the Clerk of Council and all other appropriate officials of the County (the "Authorized Officials") are hereby severally authorized and directed to execute and deliver the Lease on behalf of the County in such form as the Authorized Official approves, with the advice of counsel, such execution by the Authorized Official being conclusive evidence of its approval; and the Clerk of Council is hereby authorized and directed to affix the corporate seal of the County to the Lease and to attest the same.

6. The conveyance by the County to the Lessor or its assigns of a security interest in the Equipment acquired pursuant to the Lease is hereby approved.

7. The terms of the Lease are in the best interests of the County for the acquisition of the Equipment, and the consummation of all transactions contemplated by the Lease is hereby approved.

8. The Authorized Officials of the County are hereby severally authorized to execute, deliver, witness and receive any other agreements and documents as may be required by the County or the Lessor in order to carry out, give effect to, and consummate the transactions contemplated by the Lease, including the conveyance by the County to the Lessor or its assigns of a security interest in the Equipment.

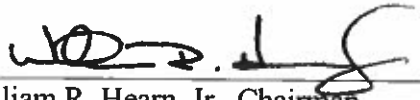
9. The County's obligations under the Lease shall be subject to annual appropriation or renewal by the County as set forth in the Lease, and the County's obligations under the Lease shall not constitute general obligations of the County or indebtedness under the Constitution or laws of the State of South Carolina.

10. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

11. This Ordinance shall become effective immediately upon third reading by the Council.

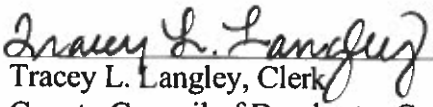
12. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

(SEAL)



William R. Hearn, Jr., Chairman
County Council of Dorchester County

ATTEST:



Tracey L. Langley, Clerk
County Council of Dorchester County

First Reading: August 16, 2021
Second Reading: September 7, 2021
Third Reading: September 20, 2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

CERTIFICATE OF CLERK TO COUNCIL

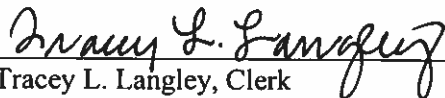
I, the undersigned Clerk of the County Council of Dorchester County, South Carolina, **DO HEREBY CERTIFY**, that the foregoing is a true, correct, and verbatim copy of Ordinance No. 21-XX duly enacted by the County Council of Dorchester County, having been read at three duly called regular meetings of the County Council on August 16, 2021, September 7, 2021 and September 20, 2021, at each of which meetings a quorum was present and remained throughout and which meetings were open to the public.

Written public notice of all regular meetings for the calendar year 2021 was given at the beginning of 2021 by posting a copy of the notice, containing the dates, times and places of such meetings, at the principal office of the County Council. The agendas for the regular meetings were posted on a bulletin board at the office of the County Council at least 24 hours prior to the meetings. An effort was made on behalf of the County Council to notify local news media and such other news media as may request official notification of the time, date, place and agenda of the meetings. The efforts were noted in the minutes of such meetings.

The Ordinance remains in full force and effect and has not been amended, modified or repealed and has been recorded and indexed in the County Council's records of proceedings and remains in my custody as Clerk.

WITNESS my Hand and the Seal of the County Council of Dorchester County, South Carolina, this 20th day of September, 2021.

(SEAL)



Tracey L. Langley, Clerk
County Council of Dorchester County,
South Carolina