



## COUNTY COUNCIL OF TALBOT COUNTY

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PETE LESHER, Vice President

KEASHA N. HAYTHE  
LYNN L. MIELKE  
DAVE STEPP

**ADMINISTRATIVE RESOLUTION OF THE COUNTY COUNCIL OF TALBOT COUNTY (THE "COUNTY COUNCIL"), PURSUANT TO THE AUTHORITY OF BILL NO. 1563 ENACTED BY THE COUNTY COUNCIL ON JULY 23, 2024 (THE "PUBLIC LOCAL LAW"), AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT AND RELATED INSTRUMENTS BETWEEN TALBOT COUNTY, MARYLAND, AS LESSEE, AND MOTOROLA SOLUTIONS, INC., AS LESSOR, FOR THE PURCHASE OF EQUIPMENT FOR THE COUNTY'S 911 DIVISION AND THE 911 DIVISION COMPUTER AIDED DISPATCH SYSTEM**

**WHEREAS**, pursuant to the authority of Bill No. 1563 enacted by the County Council of Talbot County (the "County Council") on July 23, 2024 (the "Public Local Law"), Talbot County, Maryland, a political subdivision of the State of Maryland (the "County"), hereby determines to purchase, acquire, and lease certain equipment constituting personal property (the "Equipment") in an amount not more than \$4,200,000 for the County's 911 Division and the 911 Division Computer Aided Dispatch (CAD) System (the "Project"); and

**WHEREAS**, no petition for referendum respecting the Public Local Law has been filed with the Supervisors of Elections pursuant to Section 217 of the Charter; and

**WHEREAS**, the Equipment is essential for the County to perform its governmental functions; and

**WHEREAS**, the County is authorized by the laws of the State of Maryland to purchase, acquire, and lease personal property for the benefit of the County and those it provides services to and to enter into contracts with respect thereto; and

**WHEREAS**, in order to acquire such Equipment, the County proposes to enter an Equipment Lease-Purchase Agreement (together with certain related exhibits, schedules, and certificates attached thereto, referred

to collectively as the "Lease Agreement") with Motorola Solutions, Inc. (the "Lessor"), the forms of which have been presented to the County Council at this meeting; and

**WHEREAS**, the County Council deems it for the benefit of the County and for the efficient and effective administration thereof to enter into the Lease Agreement for the purchase, acquisition, and leasing of the Equipment therein described on the terms and conditions therein provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF TALBOT COUNTY, MARYLAND:**

**SECTION ONE:** All terms used herein which are defined in the Recitals shall have the meanings given such terms therein, unless a different meaning is clearly indicated from the context.

**SECTION TWO:** The County Council hereby approves the form, terms and provisions of the Lease Agreement in substantially the forms presented to the County Council at this meeting and authorizes and directs Chuck F. Callahan, the President of the County Council (the "President"), and such other persons as he may delegate (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the County, to execute and deliver the Lease Agreement, and certain related certificates, exhibits, or other documents attached thereto substantially in such forms as presented herewith, together with such changes, modifications, negotiations, insertions, revisions, corrections, or amendments as shall be approved by the Designated Officer. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer's and the County Council's approval of any such changes, insertions, revisions, corrections, negotiations, or amendments to the respective forms of agreements presented at this meeting.

**SECTION THREE:** The officers and employees of the County shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated by the Lease Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease Agreement. The Designated Officers and all other officers and employees of the County are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Equipment.

**SECTION FOUR:** Nothing contained in this Resolution, the Lease Agreement, nor any other instrument shall be construed with respect to the County as incurring a pecuniary liability or charge upon the general credit of the County or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease

Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the County or any charge upon its general credit or against its taxing power.

**SECTION FIVE:** Designated Officers are each hereby designated to act as authorized representatives of the County for purposes of the Lease Agreement until such time as the County Council shall designate any other or different authorized representative for purposes of the Lease Agreement.

**SECTION SIX:** It is hereby found and determined that rental payments due under the Lease Agreement are payable within the average probable useful life of the Equipment.

**SECTION SEVEN:** (a) The President and the Director of Finance of the County (the "Director of Finance") shall be the officials of the County responsible for the issuance of the lease obligation within the meaning of Section 1.148-2(b)(2) of the Arbitrage Regulations (defined below).

(b) The County covenants and agrees that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Proceeds that would cause the Lease Agreement to be "arbitrage bonds" within the meaning of Section 148 and the Arbitrage Regulations. The County further covenants that it will comply with Section 148, as amended, and the Arbitrage Regulations which are applicable to the Lease Agreement on the date of issuance thereof and which may subsequently be made applicable thereto as long as the Lease Agreement remain outstanding and unpaid. The President and the Director of Finance are hereby authorized and directed to prepare or cause to be prepared and to execute any certification, opinion or other document which may be required to assure that the Lease Agreement will not be deemed to be "arbitrage bonds" within the meaning of Section 148 and the Arbitrage Regulations. All officers, employees and agents of the County are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Lease Agreement, as may be necessary or appropriate from time to time to comply with, or to evidence the County's compliance with, the covenants set forth in this Section.

(c) The County further covenants that it shall make such use of the proceeds of the Lease Agreement, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest under the Lease Agreement.

(d) The President and the Director of Finance may make such covenants or agreements in connection with the issuance of the Lease Agreement as he or she shall deem advisable in order to ensure that

interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the County so long as the observance by the County of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on the Lease Agreement from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the County regarding compliance with the provisions of the Code as the President or the Director of Finance shall deem advisable in order to ensure that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including (without limitation) covenants or agreements relating to the investment of the proceeds of the Lease Agreement or of any moneys, securities or other obligations on deposit to the credit of any account of the County which may be deemed to be proceeds of the Lease Agreement pursuant to Section 148 or the Arbitrage Regulations (collectively, the "Proceeds"), the payment of rebate to the United States (or payments in lieu thereof), limitations on the times within which, and the purpose for which, Proceeds may be expended, or the use of specified procedures for accounting for and segregating Proceeds. In addition, the President or the Director of Finance may make such elections under the provisions of the Code as he or she shall deem advisable in connection with issuance of the Bonds.

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

*[Signatures appear on the following page]*

**SECTION NINE:** This Administrative Resolution shall become effective immediately upon adoption.

ADOPTED this 8th day of April, 2025.

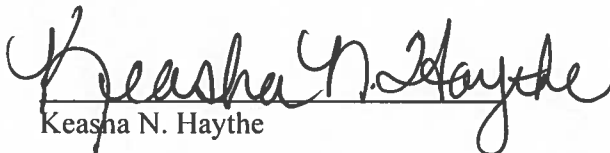
Certified Susan Moran  
Susan Moran, Secretary

COUNCIL OF TALBOT COUNTY, MARYLAND

  
Chuck F. Callahan, President

**Pete Lesher (via telephone)**

Pete Lesher, Vice President

  
Keasha N. Haythe

  
Lynn L. Mielke

  
Dave Stepp