

RESOLUTION NO. 2020-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE LEASE PURCHASE FINANCING OF THE ACQUISITION AND INSTALLATION OF CERTAIN RADIO EQUIPMENT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. AND A CONTRACT PURCHASE AGREEMENT INCORPORATING THE TERMS AND CONDITIONS OF THE NASPO FLORIDA STATE PARTICIPATING ADDENDUM #43190000-18-NASPO-ACS-1; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$6,146,028 FROM THE UNAPPROPRIATED BALANCE OF THE EQUIPMENT REPLACEMENT FUND (5002) TO THE FLEET MANAGEMENT DEPARTMENT, COMMUNICATIONS REPAIR OPERATE DIVISION (800-2573); AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of St. Petersburg, Florida (the "Issuer") has determined that a true and very real need exists for the financing of the acquisition and installation of certain radio equipment (the "Equipment"); and

WHEREAS, the Issuer has taken the necessary steps to arrange for the lease purchase financing of the acquisition and installation of the Equipment; and

WHEREAS, the proposal submitted by Motorola Solutions, Inc. ("Motorola") to the Issuer for the lease purchase financing of the acquisition and installation of the Equipment contained the terms most advantageous to the Issuer; and

WHEREAS, the Issuer now desires to authorize and approve the forms of an Equipment Lease-Purchase Agreement Lease Number 24832 (or such other number which is assigned by Motorola, between the Issuer and Motorola, as lessor (the "Equipment Lease-Purchase Agreement"), and a Contract Purchase Agreement incorporating the terms and conditions of the NASPO Florida State Participating Addendum #43190000-18-NASPO-ACS-1 (the "Purchase Agreement," and together with the Equipment Lease-Purchase Agreement, the "Agreements"), in connection with the lease purchase financing of the acquisition and installation of the Equipment, in substantially the forms attached hereto as Exhibit A; and

WHEREAS, the Equipment Lease-Purchase Agreement does not obligate the Issuer beyond 12 months; and

WHEREAS, the transaction costs to the Issuer associated with execution and delivery of the Equipment Lease-Purchase Agreement include legal fees and expenses and such other expenses as may be necessary of incidental.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. All capitalized undefined terms shall have the same meanings as set forth in this Resolution, as hereinafter defined.

"*Chief Financial Officer*" shall mean the Chief Financial Officer of the Issuer, or her designee.

"*City Administrator*" shall mean the City Administrator of the Issuer, or her designee.

"*City Attorney*" shall mean the City Attorney or any Assistant City Attorney of the Issuer.

"*City Clerk*" shall mean the City Clerk or any assistant or deputy City Clerk of the Issuer.

"*Mayor*" shall mean the Mayor of the Issuer, or his designee.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The findings and declarations of the Issuer contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(B) It is in the best interests of the Issuer and its inhabitants to lease purchase finance the acquisition and installation of the Equipment as contemplated hereunder.

(C) It is hereby ascertained, determined and declared that, in light of prevailing and anticipated market conditions, it is in the best interest of the Issuer to enter into the Equipment Lease-Purchase Agreement upon the satisfaction of the conditions set forth in Section 3 hereof.

SECTION 4. AUTHORIZATION OF THE AGREEMENTS.

(A) The Equipment Lease-Purchase Agreement shall be executed in the name of the Issuer by its Mayor and attested by its City Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon; provided, however, such Equipment Lease-Purchase Agreement shall not be in an aggregate principal amount exceeding \$6,146,027.13,

shall not be for a term exceeding December 1, 2025, and an initial interest rate shall not exceed 1.70%.

(B) Subject to paragraph (A) above, the Purchase Agreement shall be executed in the name of the Issuer by an authorized duly appointed employee of the Issuer referenced in the Purchase Agreement.

(C) Because of the characteristics of the Equipment Lease-Purchase Agreement, prevailing market conditions, and additional savings to be realized from an expeditious execution and delivery of the Equipment Lease-Purchase Agreement, it is in the best interest of the Issuer to execute and deliver the Equipment Lease-Purchase Agreement in a private negotiated financing transaction. Prior to the execution and delivery of the Equipment Lease-Purchase Agreement, the Issuer shall receive a Disclosure Letter from the Lessor containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit B.

SECTION 5. TAX COVENANT. The Issuer covenants to Motorola that the Issuer will comply with the requirements of the Internal Revenue Code of 1986, as amended and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Lease Payments (as defined in the Equipment Lease-Purchase Agreement) from the gross income for purposes of federal income taxation.

SECTION 6. EXEMPTION FROM LIABILITY. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, the Mayor, the City Clerk, the City Administrator, the Chief Financial Officer, the City Attorney and any other employee of the Issuer in his or her individual capacity, and neither the members of the City Council of the Issuer nor the Mayor, the City Clerk, the City Administrator, the Chief Financial Officer, the City Attorney nor any other employee of the Issuer executing the Agreements shall be liable personally on the Agreements or this Resolution or shall be subject to any personal liability or accountability by reason of the lease purchase financing of the acquisition and installation of the Equipment or the execution of the Agreements or this Resolution.

SECTION 7. AUTHORIZATIONS. The members of the City Council of the Issuer, the Mayor, the City Clerk, the City Administrator, the Chief Financial Officer, the City Attorney and any other employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Agreements and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by the Agreements to effectuate the lease purchase financing of the acquisition and installation of the Equipment. All action taken to date by the members of the City Council of the Issuer, the Mayor, the Chief Financial Officer, the City Administrator, the City Attorney, and the City Clerk any other employees of the Issuer in furtherance of the lease purchase financing of the acquisition and installation of the Equipment is hereby approved, confirmed and ratified.

SECTION 8. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

SECTION 9. SUPERSEDING OF INCONSISTENT RESOLUTIONS. This Resolution supersedes all prior action of City Council of the Issuer inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 10. NECESSARY BUDGET ACTION. There are hereby approved from the unappropriated balance of the Equipment Replacement Fund (5002), the following supplemental appropriation for Fiscal Year 2020:

Equipment Replacement Fund (5002)
Fleet Management Department
Communications Repair Operate Division (800-2573) \$6,146,028

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

BUDGET:

EXHIBIT A

FORMS OF EQUIPMENT LEASE-PURCHASE AGREEMENT AND
THE CONTRACT PURCHASE AGREEMENT INCORPORATING THE TERMS AND
CONDITIONS OF THE NASPO FLORIDA STATE PARTICIPATING ADDENDUM
#43190000-18-NASPO-ACS-1

EXHIBIT B

FORM OF DISCLOSURE LETTER

The undersigned, as lessor, proposes to negotiate with the City of St. Petersburg, Florida (the "Issuer") for the execution and delivery of the Equipment Lease-Purchase Agreement, as such term is defined in a resolution adopted by the City Council of the Issuer on May 21, 2020 (the "Resolution"). Prior to the execution and delivery of the Equipment Lease-Purchase Agreement, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lessor") in connection with the execution and delivery of the Equipment Lease-Purchase Agreement (any such fees and expenses to be paid by the Issuer):

None

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of the Equipment Lease-Purchase Agreement to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Lessor.

3. The amount of the upfront fee or spread expected to be realized by the Lessor is \$0.

4. The management fee to be charged by the Lessor is \$0.

5. Truth-in-Bonding Statement:

The Equipment Lease-Purchase Agreement is being executed and delivered to lease purchase finance the acquisition and installation of radio equipment. At a forecasted interest rate of 0% and 1.70% as set forth in the Equipment Lease-Purchase Agreement, total stated interest paid over the life of the obligation will be \$174,939.97. Such stated interest amount does not include original issue discount, which results in a yield of 2.15% for federal income tax purposes.

The Equipment Lease-Purchase Agreement is payable from lawful funds of the Issuer, subject to annual appropriation, in the manner and to the extent described in the Equipment Lease-Purchase Agreement. Execution and delivery of the Equipment Lease-Purchase Agreement is estimated to result in a maximum of \$1,064,193.42 of revenues of the

Issuer not being available to finance the other services of the Issuer in each year during the life of the Equipment Lease-Purchase Agreement.

6. The name and address of the Lessor is as follows:

Motorola Solutions, Inc.
Attn: Bill Stancik
500 West Monroe, 44th Floor
Chicago, Illinois 60661

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lessor this 1st day of June, 2020.

MOTOROLA SOLUTIONS, INC.

By: _____
Name: _____
Title: Treasurer



April 14, 2020

CITY OF ST. PETERSBURG
175 Fifth Street N.
St. Petersburg FL 33701

RE: Municipal Lease #24832

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 #24832 are valid for contracts that are executed and returned to Motorola on or before June 1, 2020, 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 West Monroe
Chicago IL 60661

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

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

- 1. Complete Billing Address: _____

- E-mail Address: _____
- Attention: _____
- Phone: _____

- 2. Lessee County Location:
- 3. Federal Tax I.D. Number:
- 4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department:
- 5. Equipment description that you would like to appear on your invoicing:

Appropriate Contact for Documentation / System Acceptance Follow-up:

- 6. Appropriate Contact & Mailing Address _____

- Phone: _____
- Fax: _____

- 7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE:

CITY OF ST. PETERSBURG, FLORIDA
175 Fifth Street N.
St. Petersburg FL 33701

Lease Number: 24832

LESSOR:

Motorola Solutions, Inc.
500 West 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. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("*Lease Term*").

2. RENT. Lessee agrees to pay to Lessor or its Assignee (as defined in Section 4 hereof) 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 from the due date, until paid, at 2.50% over the Wall Street Journal prime rate, or the highest lawful rate, whichever is less. 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 reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. Although legally not obligated to do so, it is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease is unsecured and constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

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 contract (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 OR THE PURCHASE ORDER THEREUNDER, 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.

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, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event

that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages; provided, however, any proceeds from a sale, lease or sublease of the Equipment in the event of a non-appropriation in excess of the remaining principal component of the Lease Payments plus all legal fees and other costs associated with such sale, lease or sublease, must be immediately returned to the Lessee.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a municipal corporation in the state of the Equipment Location; (ii) 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; (iii) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (iv) 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; (v) 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; (vi) 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; (vii) 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 (viii) Lessee will be the only entity to own, use and operate the Equipment during the Lease 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 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 excludability (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 subject to the limitations set forth in Sections 2 and 5 hereof.

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. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or any other property of the Lessee, and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

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 (if applicable), 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. The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location 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. If not exempt, 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 Lease 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, either self-insure or maintain at all times during the Lease 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. To the extent the Lessee elects to secure commercial coverage, 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 its Assignee 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 its Assignee 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. Lessee is 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. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. Notwithstanding the forgoing, Lessee is a governmental agency and is entitled to the benefits of Sovereign Immunity and the limited waiver thereof as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of any immunity or limitation of liability Lessee may be entitled to under the doctrine of Sovereign Immunity or Section 768.28, Florida Statutes.

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, in whole or in part; provided however, such assignment should only be to any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933. Lessor agrees to provide written notice within fifteen (15) days after any assignment of the Lease. 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. If required under Section 149(a) of the Code, with the

acceptance of the Lessor, during the Lease Term, Lessee shall keep a complete and accurate record of all such assignments during the Lease Term 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 to the extent that the Lessee is maintaining insurance as required under Section 13., 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 bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933 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. A non-appropriation of funds in accordance with Section 5 hereof is not an "Event of Default."

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 which are due during the fiscal year in effect when such default occurs, 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) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) 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, subject to the provision of Section 7 hereof. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. If the proceeds of such sale, lease or sublease exceed the balance of any Lease Payments or other amounts (including but not limited to legal fees and costs to liquidate the

Equipment) owed by Lessee under the Lease, Lessor shall immediately return such excess to the Lessee. 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.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

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 in the Equipment to Lessee as is, without warranty, express or implied (unless otherwise provided in the Contract or purchase order thereunder), 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. 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 the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. 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.

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), , 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 this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

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, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the 1st day of June, 2020.

**LESSEE:
FLORIDA**

CITY OF ST. PETERSBURG,

(SEAL)

Rick Kriseman, Mayor

ATTESTED:

Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Macall D. Dyer, Managing Assistant City Attorney

**LESSOR:
MOTOROLA SOLUTIONS, INC.**

By: _____

Title: _____

Title: Treasurer

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24832
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24832** ("Lease"), between Lessor and CITY OF ST. PETERSBURG, FLORIDA, 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:	City of St. Petersburg Fleet Management 1800 7th Ave. North, St. Petersburg FL 33713

Initial Term: 66 Months

Commencement Date: June 1, 2020

First Payment Due Date: December 1, 2020

1 annual payment of \$1,000,000.00 followed by five annual payments of \$1,064,193.42 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.

City of St. Petersburg (Schedule B)					
Compound Period:		Annual			
Nominal Annual Rate:		0.000%	first 18 months		
Nominal Annual Rate:		1.700%	remaining term		
CASH FLOW DATA					
Event	Date	Amount	Number	Period	End Date
1 Lease	6/1/2020	\$ 6,146,027.13	1		
2 Lease Payment	12/1/2020	\$ 1,000,000.00	1		
3 Lease Payment	12/1/2021	\$ 1,064,193.42	1		
4 Rate Change	12/1/2021	Rate: 1.700 %	Compounding:	Annual	
5 Lease Payment	12/1/2022	\$ 1,064,193.42	4	Annual	12/1/2025
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year					
	Date	Lease Payment	Interest	Principal	Balance Payment
Lease	6/1/2020				\$ 6,146,027.13
1	12/1/2020	\$ 1,000,000.00	\$-	\$ 1,000,000.00	\$ 5,146,027.13
2	12/1/2021	\$ 1,064,193.42	\$-	\$ 1,064,193.42	\$ 4,081,833.71
	12/1/2021	Rate:	1.70%	Compounding:	Annual
3	12/1/2022	\$ 1,064,193.42	\$ 69,391.17	\$ 994,802.25	\$ 3,087,031.46
4	12/1/2023	\$ 1,064,193.42	\$ 52,479.53	\$ 1,011,713.89	\$ 2,075,317.57
5	12/1/2024	\$ 1,064,193.42	\$ 35,280.40	\$ 1,028,913.02	\$ 1,046,404.55
6	12/1/2025	\$ 1,064,193.42	\$ 17,788.87	\$ 1,046,404.55	\$-
Grand Totals		\$ 6,320,967.10	\$ 174,939.97	\$ 6,146,027.13	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$5,929,465.24 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, which together with the stated interest in the schedule above constitutes the total interest component of the Lease Payments paid by the Lessee pursuant to the Lease Agreement. The yield for this Lease Payment Schedule for federal income tax purposes is 2.15%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$6,146,027.13

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.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24832** to that Equipment Lease Purchase Agreement number **24832** will be maintained by CITY OF ST. PETERSBURG, FLORIDA as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24832** _____ hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage				
Property Damage				
Public Liability				

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24832 to that Equipment Lease Purchase Agreement number 24832. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24832 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

May 4, 2020

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

RE: Self-Insurance for a Schedule Number **24832** to that certain Equipment Lease Purchase Agreement Number **24832** dated the 1st day of June, 2020, by and between **CITY OF ST. PETERSBURG, FLORIDA** 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 the extent permitted by law, without waiving any immunity or limitation of under the doctrine of Sovereign Immunity or Section 768.28, Florida Statutes, 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:

CITY OF ST. PETERSBURG, FLORIDA

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?
2. Why is the equipment essential to the operation of CITY OF ST. PETERSBURG, FLORIDA?
3. Does the equipment replace existing equipment? If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment? If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

**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.: 24832

Lease Schedule A No. : 24832

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#24832. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Title: _____
Date: _____



City of St. Petersburg
CONTRACT PURCHASE AGREEMENT

AGREEMENT NO	REVISION	DATE
233593	0	06-MAY-2020

Orders pursuant to this Contract Agreement will be issued as individual purchase orders. The purchase order number must appear on all invoices, packing lists and correspondence related to that order.

SHIP TO: FLEET MANAGEMENT CITY OF ST PETERSBURG 1800 7TH AVE N Saint Petersburg, FL 33713 United States

VENDOR: Motorola Solutions Inc 500 W Monroe St 44th Flr Chicago , IL 60661	VENDOR NO: 4250
--	------------------------

BILL TO: FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States

Description: Radios (APX) Fleet
Effective:
End Date:
Buyer/Phone: Angelique Cook / 727-551-3285
Email: angelique.cook@stpete.org
Vendor/Phone: / ()
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: \$1.00

Supplier Notes: This Purchase Order is subject to Motorola Solutions, Inc.'s Proposal dated X X, 2020 and NASPO Florida State Participating Addendum #43190000-18-NASPO-ACS-1. The total Contract Price of \$X will be paid in accordance with the Equipment Lease Purchase Agreement No. 24832

State Sales Tax Exemption Number 85-8012740154C-1

Federal Employer ID Number 59-6000424

Procurement Director

Acceptance and Acknowledgement:

Please log in to the [iSupplier Portal](#) and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Once logged in, follow the steps outlined below to acknowledge this purchase order:

1. Click on 'Orders' tab
2. Select 'Purchase Orders to Acknowledge' from the View Menu
3. Select the specific purchase order
4. Click the 'Acknowledge' button
5. Select 'Accept Entire Order'
6. On next screen, click 'Submit'

If login information is unknown or difficulties are experienced please contact Registration@stpete.org for assistance.