

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23832

LESSEE:

CITY OF ALACHUA
15100 NW 142nd Street
Alachua FL 32615

LESSOR:

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter 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 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 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. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor 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 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 (described below) 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 by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, 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.

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, 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.

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 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 complied with all public bidding and Bond Commission requirements (as defined in the Code) 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 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 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 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 all parts, mechanisms 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. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may

now or hereafter be imposed upon the ownership, 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, 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, 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, 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 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 as its 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 Lease 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.

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) 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. 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. In addition, Lessee will remain liable for all covenants and indemnities under this Lease. 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, 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. 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 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, 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 have executed this Agreement as of the ____ day of December, 2015.

LESSEE:

CITY OF ALACHUA

Printed Name: Gib Coerper

By: _____

Title: Mayor

LESSOR:

MOTOROLA SOLUTIONS, INC.

David A. Kliefoth

By:  _____

Title: Authorized Signatory

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement dated December ____, 2015 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Marian Rush

Attorney for **CITY OF ALACHUA**

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 23832
Lease Number:

This Equipment Schedule dated as of December ____, 2015 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and **CITY OF ALACHUA** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23832** dated as of December ____, 2015 ("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: 32 Months

Commencement Date: 1/1/2016

First Payment Due Date: 9/1/2016

3 Annual Payments of \$93,685.82 outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

LESSOR:

CITY OF ALACHUA

Motorola Solutions, Inc.

Printed Name: Gib Coerper

David A. Kliefoth

By: _____

By:  _____

Title: Mayor

Title: Authorized Signatory



Quote Number: QU0000328671

Effective: 28 JUL 2015

Effective To: 18 DEC 2015

Bill-To:

ALACHUA POLICE DEPARTMENT
P.O. BOX 910
ALACHUA, FL 32615
United States

Ultimate Destination:

ALACHUA, CITY OF
15000 NW 142ND TER
ALACHUA, FL 32615
United States

Attention:

Name: SERGEANT CARL NEWSOME
Email: CNEWSOME@CITYOFALACHUA.COM
Phone: 386-462-1396
Fax: 386-462-6579

Sales Contact:

Name: Robert Webb III
Email: robertiii@tri-co.us
Phone: 352-513-3880

Request For Quote: ALACHUA POLICE DEPARTMENT CONSOLE/FLEET UPGRADE
Contract Number: BROWARD COUNTY SHERIFF'S OFFICE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	22	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$2,588.00	\$1,941.00	\$42,702.00
1a	22	H869BZ	ENH: MULTIKEY	\$330.00	\$247.50	\$5,445.00
1b	22	Q629AK	ENH: AES ENCRYPTION	\$475.00	\$356.25	\$7,837.50
1c	22	QA00205AG	ADD: DATA LINK MANAGER APP CD- PORTABLES	-	-	-
1d	22	H886AQ	ENH: 3 YR SFS LITE	\$125.00	\$125.00	\$2,750.00
1e	22	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$8,497.50
1f	22	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$900.00	\$19,800.00
1g	22	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$4,950.00
2	5	H98UCH9PW7AN	APX6000 700/800 MODEL 3.5 PORTABLE	\$3,004.00	\$2,253.00	\$11,265.00
2a	5	H869BZ	ENH: MULTIKEY	\$330.00	\$247.50	\$1,237.50
2b	5	Q629AK	ENH: AES ENCRYPTION	\$475.00	\$356.25	\$1,781.25
2c	5	QA00205AG	ADD: DATA LINK MANAGER APP CD- PORTABLES	-	-	-
2d	5	H886AQ	ENH: 3 YR SFS LITE	\$125.00	\$125.00	\$625.00
2e	5	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$1,931.25
2f	5	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$900.00	\$4,500.00
2g	5	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$1,125.00
3	3	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,194.00	\$1,645.50	\$4,936.50
3a	3	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$324.00	\$972.00
3b	3	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$668.25
3c	3	W22BA	ADD: PALM MICROPHONE	\$72.00	\$54.00	\$162.00
3d	3	G398AU	ENH: 3 YEAR REPAIR SERVICE ADVANTAGE	\$182.00	\$182.00	\$546.00
3e	3	G843AH	ADD: AES ENCRYPTION APX	\$475.00	\$356.25	\$1,068.75
3f	3	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$247.50	\$742.50
3g	3	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$1,158.75
3h	3	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
3i	3	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$32.25	\$96.75
3j	3	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$45.00	\$135.00
3k	3	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$675.00
3l	3	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$900.00	\$2,700.00
4	20	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,194.00	\$1,645.50	\$32,910.00

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
4a	20	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$324.00	\$6,480.00
4b	20	G66AM	ADD: DASH MOUNT	\$125.00	\$93.75	\$1,875.00
4c	20	W22BA	ADD: PALM MICROPHONE	\$72.00	\$54.00	\$1,080.00
4d	20	G398AU	ENH: 3 YEAR REPAIR SERVICE ADVANTAGE	\$182.00	\$182.00	\$3,640.00
4e	20	G843AH	ADD: AES ENCRYPTION APX	\$475.00	\$356.25	\$7,125.00
4f	20	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$247.50	\$4,950.00
4g	20	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$7,725.00
4h	20	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
4i	20	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$32.25	\$645.00
4j	20	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$45.00	\$900.00
4k	20	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$4,500.00
4l	20	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$900.00	\$18,000.00
5	27	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$96.25	\$2,598.75
6	27	PMLN5658B	CARRY ACCESSORY-CASE,APX6000 CC 3 FIX BL 2900&2150MAH	\$67.00	\$51.59	\$1,392.93
7	27	NNTN7038B	BATT IMPRES LIION IP67 3100T	\$142.00	\$109.34	\$2,952.18
8	27	PMMN4069A	IMPRES RSM, 3.5MM JACK, IP55	\$110.00	\$84.70	\$2,286.90
9	3	L30URS9PW1AN	APX7500 SINGLE BAND 7/800	\$4,379.00	\$3,284.25	\$9,852.75
9a	3	L999AB	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	\$591.75	\$1,775.25
9b	3	QA00205AH	ADD: DATA LINK MANAGER APP CD- MOBILES	-	-	-
9c	3	W382AM	ADD: CONTROL STATION DESK GCAI MIC	\$169.00	\$126.75	\$380.25
9d	3	GA00232AD	ENH: 3 YR Sfs LITE	\$236.00	\$236.00	\$708.00
9e	3	G843AH	ADD: AES ENCRYPTION APX	\$475.00	\$356.25	\$1,068.75
9f	3	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$247.50	\$742.50
9g	3	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$1,158.75
9h	3	CA01598AB	ADD: AC LINE CORD US	-	-	-
9i	3	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$3,375.00
9j	3	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$675.00
10	3	L3484AC	MIP5000 VOIP DIGITAL GATEWAY	\$798.00	\$678.30	\$2,034.90
10a	3	TT05980AA	FOR SYSTEMS AT RELEASE 4.1 OR NEWER	-	-	-
11	2	L3486B	MIP5000 VOIP DISPATCH SW 4 CHANNEL	\$2,500.00	\$2,125.00	\$4,250.00
11a	2	TT05522AA	MIP5000 ENHANCED MODEL USB HEADSET JACKBOX	\$575.00	\$488.75	\$977.50
12	2	TT2833A	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$2,950.00	\$2,714.00	\$5,428.00
13	2	B1914A	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	\$212.50	\$425.00
14	2	BLN6732B	FOOT, SWITCH TRADITIONAL	\$120.00	\$102.00	\$204.00
15	2	CDN6673A	SET OF 2 SPEAKERS-CREATIVE LABS	\$50.00	\$38.50	\$77.00
16	3	DDN1463A	APX 7500 MOBILE DIRECT CONNECT CABLE	\$230.00	\$195.50	\$586.50
17	2	DDN8900A	MIP5000 RACKMOUNT KIT	\$225.00	\$191.25	\$382.50
18	2	DS017BLKTS	17 INCH MONITOR WITH TOUCH SCREEN, BLACK	\$2,134.00	\$1,963.28	\$3,926.56
19	2	TT2134A	MIP5000 INFORMATION ASSURANCE TRANSPARENT HARDENING KIT CD	\$50.00	\$42.50	\$85.00
20	15575	SVC03SVC0104D	INFRASTRUCTURE INSTALL	\$1.00	\$1.00	\$15,575.00

Total Quote in USD

\$281,057.47

City of Alachua (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/1/2016	\$ 281,057.47	1		
2 Payment	9/1/2016	\$ 93,685.82	3	Annual	9/1/2018

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/1/2016				\$281,057.47
1	9/1/2016	\$ 93,685.82	\$ -	\$ 93,685.82	\$187,371.65
2	9/1/2017	\$ 93,685.82	\$ -	\$ 93,685.82	\$ 93,685.83
3	9/1/2018	\$ 93,685.82	\$ (0.01)	\$ 93,685.83	\$ -
Grand Totals		\$281,057.46	\$ (0.01)	\$281,057.47	

INITIAL INSURANCE REQUIREMENT: \$281,057.47

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.

LESSEE:
CITY OF ALACHUA

Printed Name: Gib Coerper

By: _____

Title: Mayor

LESSOR:
Motorola Solutions, Inc.

David A. Kliefoth

By: 

Title: Authorized Signatory

CERTIFICATE OF INCUMBENCY

I, Traci Greshman do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **CITY OF ALACHUA** , an entity duly organized and existing
under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date
hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set
forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective
names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such
entity to enter into that certain Equipment Lease Purchase Agreement number **23832** dated December ____,
2015, and Schedule A number **23832** dated December ____, 2015, between **CITY OF ALACHUA** and
Motorola Solutions, Inc. .

Name	Title	Signature
Gib Coerper	Mayor	_____
	(Individual who signed Lease documents should be listed here and sign where applicable)	

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **CITY OF ALACHUA** ,
hereto this _____ day of December, 2015.

By: _____
(Signature of Secretary/Clerk)

SEAL

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **23832** dated December ____, 2015 to that certain Equipment Lease Purchase Agreement number **23832** dated December ____, 2015 will be maintained by the **CITY OF ALACHUA** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Florida Municipal Insurance Trust

Name of insurance provider

P. O. Box 530065

Address of insurance provider

Orlando, Florida 32853-0065

City, State and Zip Code

(800) 342-8112

Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number **23832**, **CITY OF ALACHUA**, 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	SEE ATTACHED INSURANCE CERTIFICATE			
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Lessee:

CITY OF ALACHUA

Printed Name: Traci Greshman

By: _____

Its: City Manager

Date: December ____, 2015

CERTIFICATE OF COVERAGE			
Certificate Holder CITY OF ALACHUA P.O. BOX 9 ALACHUA, FL 32616		Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	
Issue Date 10/26/15			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 0002		COVERAGE PERIOD: FROM 10/1/15	COVERAGE PERIOD: TO 10/1/16 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury ☒ Errors and Omissions Liability ☒ Employment Practices Liability ☒ Employee Benefits Program Administration Liability ☒ Medical Attendants'/Medical Directors' Malpractice Liability ☒ Broad Form Property Damage ☒ Law Enforcement Liability ☒ Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible \$5,000 Automobile Liability ☒ All owned Autos (Private Passenger) ☒ All owned Autos (Other than Private Passenger) ☒ Hired Autos ☒ Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY ☒ Buildings ☒ Basic Form ☒ Special Form ☒ Personal Property ☐ Basic Form ☒ Special Form ☒ Agreed Amount ☒ Deductible \$5,000 ☒ Coinsurance 100% ☒ Blanket ☐ Specific ☒ Replacement Cost ☐ Actual Cash Value Limits of Liability on File with Administrator	
		TYPE OF COVERAGE - WORKERS' COMPENSATION ☒ Statutory Workers' Compensation ☒ Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease ☐ Deductible N/A ☐ SIR Deductible N/A	
Automobile/Equipment - Deductible ☒ Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment			
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$3,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
Description of Operations/Locations/Vehicles/Special Items RE: Insurance Coverage Verification			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
Designated Member City of Alachua P.O. Box 9 Alachua FL 32616		Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  _____ AUTHORIZED REPRESENTATIVE	

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?
Alachua Police Department Dispatch
2. Why is the equipment essential to the operation of **CITY OF ALACHUA**?
Dispatch, Communications and Countywide Law Enforcement Communication
3. Does the equipment replace existing equipment?
Yes
If so, why is the replacement being made?
Upgrade Existing System to Digital 800 MHZ TRS Integration
4. Is there a specific cost justification for the new equipment?
Yes "Piggyback" Broward County Sheriff Contract
If yes, please attach outline of justification.
"Piggyback " Broward County Sheriff Contract
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?
City General Fund

Lessee : **CITY OF ALACHUA**

Printed Name : Traci Greshamn

BY: _____

Title : City Manager

Date: December ____, 2015

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on December , 2015 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 Schedule dated as December , 2015, between **CITY OF ALACHUA** (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized Individual(s): Gib Coerper

Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

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

Signature: _____

Attested By: _____

Name and Title : Gib Coerper, Mayor

Name and Title: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Alachua		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) 15100 NW 142nd Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Alachua FL 32615		7 Date of issue 1/1/2016
8 Name of issue Equipment Lease-Purchase Agreement 23832		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	270,127.56
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a		☐
If obligations are BANs, check only box 19b		☐
20 If obligations are in the form of a lease or installment sale, check box		☐

Part III Description of Obligations. 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	9/1/2018	\$ 270,127.56	\$ 270,127.56	2.67 years	2.40 %

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	270,127.56
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 currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	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	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- 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
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ 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 ☐
- 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 ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

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 ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no. ▶	