

**A RESOLUTION BY**

**13-<sup>B</sup>-0415**

**FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER APPROPRIATE CONTRACTUAL AGREEMENTS AND FUNDING PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GTA CONTRACT #980-2800008: CITY OF ATLANTA PROFESSIONAL CONTRACT #SS-5986-PL, FOR SOFTWARE AND HARDWARE UPGRADES TO THE CITY OF ATLANTA 800 MHZ PUBLIC SAFETY SYSTEM ON BEHALF OF THE ATLANTA POLICE DEPARTMENT AND THE DEPARTMENT OF INFORMATION TECHNOLOGY (“DEPARTMENT”), IN AN AMOUNT NOT TO EXCEED TWO MILLION ONE HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND ZERO CENTS (\$2,197,982.00). ALL COSTS SHALL BE CHARGED TO AND PAID FROM 1001.200884.5812005.8000000 (DEBT SERVICE PAYMENT), AND 1001.200884.5822005.8000000 (DEBT SERVICE PAYMENT), AND 1001.050101.5220002.1320000 (SYSTEM MAINTENANCE PAYMENT); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta entered into FC-6007000017 Radio System Upgrade, for the Public Safety Communications System Upgrade Project on behalf of various city departments authorized by council pursuant to resolution 07-R-2163, adopted by City Council December 3, 2007 and approved by the Mayor December 11, 2007; and

**WHEREAS**, Motorola designed, installed, optimized, and has continuously maintained the Citywide Digital Radio System upon which the City relies to provide communication support for its public safety services for several years; and

**WHEREAS**, the radio system requires upgrades including equipment, software, project management, installation and training costing \$4,705,605.00, and

**WHEREAS**, Motorola has pre-negotiated credits toward upgrades from version 7.6 to version 7.13 with a value of \$2,400,000.00 with the Atlanta Police Department through February 28, 2013; and

**WHEREAS**, pursuant to the City’s Procurement and Real Estate Code of Ordinances 2-1602, the Chief Procurement Officer may procure supplies, services and construction items through contracts established by public procurement units where such contracts and contractors substantially meet the requirements of the city’s Procurement and Real Estate Code; and

**WHEREAS**, The Georgia Technology Authority (“GTA”) contract #980-2800008 was competitively procured in a manner consistent with Division 4 of the City’s Procurement and Real Estate Code, and the costs of the goods and/or services are comparable; and

**WHEREAS**, the Chief of Police and the Chief Procurement Officer recommend entering into a cooperative purchasing agreement with Motorola, Inc., designated by the Department of Procurement as COA-SS-5986-PL("Agreement"), utilizing GTA contract #GS-980-2800008, to procure public safety radio software and hardware upgrades to facilitate public safety; and for other purposes; and

**WHEREAS**, the Department has identified as the funding source for the Agreement Two Million One Hundred Ninety-Seven Thousand Nine Hundred Eighty Two Dollars and Zero Cents (\$2,197,982.00).

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor be and is hereby authorized to enter into an appropriate contractual agreement with Motorola, Inc., on behalf of the Department for upgrades to the City of Atlanta 800 Mhz Public Safety Radio System in an amount not to exceed Two Million One Hundred Ninety-Seven Thousand Nine Hundred Eighty Two Dollars And Zero Cents (\$2,197,982.00).

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer is authorized to utilize City's Procurement and Real Estate Code of Ordinances 2-1602, to procure the service through contracts established by public procurement units where such contracts and contractors substantially meet the requirements of the city's Procurement and Real Estate Code; and Section 2-1191 of the Code Ordinances to procure these services as a sole source procurement.

**BE IT FURTHER RESOLVED**, that all costs shall be charged to and paid from 1001.200884.5812005.8000000 (DEBT SERVICE PAYMENT), and 1001.200884.5822005.8000000 (DEBT SERVICE PAYMENT), and 1001.050101.5220002.1320000 (SYSTEM MAINTENANCE PAYMENT).

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer is directed to prepare an appropriate purchase order.

**BE IT FINALLY RESOLVED**, that the purchase order will not become binding upon the City and the City shall incur no obligation or liability until it has been approved by the Chief Procurement Officer.

## ***Legislative White Paper***

**Committee of Purview:** Finance/Executive

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER APPROPRIATE CONTRACTUAL AGREEMENTS AND FUNDING PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GTA CONTRACT #980-2800008: CITY OF ATLANTA PROFESSIONAL CONTRACT #SS-5986-PL, FOR SOFTWARE AND HARDWARE UPGRADES TO THE CITY OF ATLANTA 800 MHZ PUBLIC SAFETY SYSTEM ON BEHALF OF THE ATLANTA POLICE DEPARTMENT AND THE DEPARTMENT OF INFORMATION TECHNOLOGY ("DEPARTMENT"), IN AN AMOUNT NOT TO EXCEED TWO MILLION ONE HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND ZERO CENTS (\$2,197,982.00), AND FOR OTHER PURPOSES.**

**Council Meeting Date:** March 4, 2013

**Legislation Title:** Enter Cooperative Agreement to upgrade 800 Mhz System

**Requesting Dept.:** Police & DIT

**Contract Type:** GTA #980-2800008

**Source Selection:** Cooperative Agreement

**Bids/Proposals Due:** N/A

**Invitations Issued:** N/A

**Number of Bids/** N/A

**Proposals Received:** N/A

**Bidders/Proponents:** N/A

**Background:** the City of Atlanta entered into FC-6007000017 Radio System Upgrade, for the Public Safety Communications System Upgrade Project on behalf of various city departments pursuant to resolution 07-R-2163, adopted by City Council December 3, 2007 and approved by the Mayor December 11, 2007. Motorola designed, installed, optimized, and has continuously maintained the Citywide Digital Radio System upon which the City relies to provide communication support for its public safety services for several years.

The radio system requires upgrades including equipment, software, project management, installation and training costing \$4,705,605.00. Motorola has pre-negotiated credits toward upgrades from version 7.6 to version 7.13 with a value of \$2,400,000.00 with the Atlanta Police Department through February 28, 2013.

**Fund Account Center:**

1001.200884.5812005.8000000 (DEBT SERVICE PAYMENT), and  
1001.200884.5822005.8000000 (DEBT SERVICE PAYMENT), and  
1001.050101.5220002.1320000 (SYSTEM MAINTENANCE PAYMENT).

**Source of Funds:**

**Fiscal Impact:** \$

**Term of Contract:** N/A

**Method of Cost Recovery:**

**Approvals:**

**DOF:**

**DOL:**

**Prepared By:** Martin Clarke

**Contact Number:**



**PROBID**  
Date Contract # 2011-2012 City of Atlanta Professional Contract # 55-3916-01

<b>Equipment:</b>	<b>\$1,538,978.00</b>
<b>Project Management</b>	<b>\$ 191,511.00</b>
<b>Installation</b>	<b>\$ 539,843.00</b>
<b>Training</b>	<b><u>\$ 35,273.00</u></b>
	<b>\$2,305,605.00</b>
<b>System Discount</b>	<b><u>(\$ 107,623.00)*</u></b>
<b>Final Pricing</b>	<b>\$2,197,982.00**</b>

**\*System Discount is valid for contract execution by 2/28/13**

**\*\*Motorola has extended the free software upgrade (version 7.6 to 7.7) valued at \$2,400,000 through 2/28/13. This upgrade was offered as an incentive with the original system purchase in 2008. The final price includes the free software upgrade.**

## Payment Schedule

The total Contract Price in U. S. Dollars is \$2,197,982.00. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 1) 15% of Contract Price upon completion of Customer Design Review (CDR)
- 2) 40% of Contract Price upon Shipment of Equipment
- 3) 20% of Contract Price upon Installation of Equipment
- 4) 15% of Contract Price upon Conditional System Acceptance
- 5) 10% of Contract Price upon Final System Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

***Motorola has priced the above sites, services and equipment quantities as a single system. Changes in sites, services and/or equipment quantities will result in an adjustment of the system discount, and may affect the overall system price.***

## Warranty and Service

The terms and conditions of Motorola's Standard Commercial Warranty apply. The new equipment provided under this proposal is covered with a one-year warranty period, where the initial warranty period starts from system acceptance.





**Qualifications:**

Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

**Documentation:**

Municipal Equipment Lease Purchase Agreement

Opinion of Counsel

Schedule A / Equipment List

Schedule B / Amortization Schedule

8038G

UCC-1

Certificate of Incumbency

Statement of Essential Use/Source of Funds

Evidence of Insurance or Statement of Self Insurance

Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,  
Bill Stancik  
Motorola Customer Financing  
847-538-4531

February 26, 2013

Mr. Michael Dogan  
CITY OF ATLANTA  
68 Mitchell Street  
Atlanta GA 30303

Dear Mr. Dogan:

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 #23384 are valid for contracts that are executed and returned to Motorola on or before **March 8, 2013**. This offer to finance further assumes that the attached "Financing Commitment Letter" will be signed and returned to the Lessor as specified in the Rate Lock section of the letter. It is acceptable to fax documents to 847-538-2279 or scan and email to [bill.stancik@motorolasolutions.com](mailto:bill.stancik@motorolasolutions.com). Originals should be sent overnight to the address listed below.

After **March 8, 2013** the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates or pursue any remedies that are available under the terms of the Financing Commitment letter.

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

Motorola Solutions, Inc.  
Attn: Bill Stancik / 9<sup>th</sup> Floor  
1303 East Algonquin Road  
Schaumburg, IL 60196

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

Thank You,



Motorola Solutions Credit Company LLC

Bill Stancik



**MOTOROLA**

Financing Commitment Letter

**Lessor:** Motorola Solutions, Inc.

**Lessee:** City of Atlanta, GA

**Amount Financed:** \$2,197,982.00

**Term:** 3 years

**Payment Terms:** 12 Quarterly (arrears) payments of \$190,447.78. 1<sup>st</sup> payment due July 1, 2013, remaining 11 payments due quarterly thereafter

**Interest Rate:** **2.42%**

**Execution date of Lease:** on or before March 8, 2013

**Documentation:** Offer and commitment are predicated upon the use of mutually agreed upon documentation, subject to applicable state and local laws.

**Rate Lock:** In order to lock the interest rate, Lessee will need to execute this commitment letter and return it to the Lessor on or before 11:59 am on 2/28/13. The executed commitment letter can be faxed to 847-538-4437 or an electronic copy can be sent to bill.stancik@motorolasolutions.com. Upon receiving the executed commitment letter, the stated interest rate and the rate outlined in Equipment Lease-Purchase Agreement #23384 will be locked. Lessor may intend to protect itself from interest rate fluctuations by purchasing an interest rate swap for this transaction or use some other means to minimize its interest rate exposure. If for any reason the Lessee fails to enter into a Lease Agreement (containing the terms and conditions outlined herein) with the Lessor on or before March 8, 2013, the Lessee agrees to pay all costs associated with terminating the interest rate swap or any other costs the Lessor may have related to terminating this transaction.

**Lessee Insurance:** Lessee to be insured through a commercial carrier or self-insurance and provide evidence of coverage amount and type (fire and extended coverage, public liability and property damage insurance) as contractually required.

**Fees or Closing Costs:** None. However, the Lessee will be responsible for any of its own fees or expenses, or those of any attorneys, consultants or advisors it may engage.

**Agreed and accepted this \_\_\_\_ day of February, 2013.**  
City of Atlanta

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23384

**LESSEE:**

**CITY OF ATLANTA**  
68 Mitchell Street  
Atlanta GA 30303

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

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

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment 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, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

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

be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Initial Term and each Renewal Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding 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 payable solely from Legally Available Funds.

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

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

(b) Upon the first to occur of (i) the expiration of the Initial Term or any Renewal Term under such Lease during which an Event of Nonappropriation occurs or (ii) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein.

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

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies 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 except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, 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 Initial Term and each Renewal Term as set forth in Schedule B.

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

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

**14. INDEMNIFICATION.** 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.

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

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

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

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

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

Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

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

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. 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.** (a) Lessee hereby agrees to complete, execute and deliver to Lessor with respect to this Lease a Certificate of Compliance with Georgia Law (in substantially the form attached hereto).

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

**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 the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The 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 March, 2013.

**LESSEE:**

**CITY OF ATLANTA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR:**

**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

### OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23384 dated March\_\_\_\_2013 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.

---

Attorney for **CITY OF ATLANTA,**

CITY OF ATLANTA  
**CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW**

Equipment Lease/Purchase Agreement dated March\_\_\_\_, 2013 ("Agreement")  
by and between  
**Motorola Solutions, Inc.** ("Lessor") and **CITY OF ATLANTA**, ("Lessee")

THE UNDERSIGNED HEREBY CERTIFIES AND REPRESENTS FOR AND ON BEHALF OF LESSEE (please check the appropriate box) THAT:

X if Lessee is a county or municipality under the laws of the City of Atlanta, (a) the sum of (i) the aggregate principal component of Lease Payments under the Lease plus (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia (which was outstanding in the aggregate principal amount of \$\_\_\_\_\_ on \_\_\_\_\_) does not exceed 10% of the assessed value of all taxable property within Lessee; and (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of the Lessee's voters within the four calendar years immediately preceding the date of execution of the Certificate of Acceptance to which this Certificate is attached; or

if Lessee is a county, independent or area school system under the laws of the City of Atlanta, (a) the total combined annual payments for Lessee's contracts under Georgia Code §20-2-506 and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution of Georgia in any calendar year, excluding guaranteed energy savings contracts, does not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; and (b) the Lease to which this Certificate relates is not being entered into within four calendar years after an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by the Lessee's electors.

DATED this \_\_\_\_ day of March, 2013

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                      23384  
Lease Number:**

This Equipment Schedule dated as of March \_\_\_\_\_, 2013 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and CITY OF ATLANTA, (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23384 dated as of March \_\_\_\_\_, 2013 ("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.
<b>Equipment Location:</b>	

**Initial Term: 36 Months                      Commencement Date:      4/1/2013  
First Payment Due Date:      7/1/2013**

**12 Quarterly Payments of \$190,447.78** 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.

EXECUTED as of the date first herein set forth.

LESSEE:

LESSOR:

**City of Atlanta**

**Motorola Solutions, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## City of Atlanta (Schedule B)

Compound Period .....: Quarterly

Nominal Annual Rate ... : 2.420 %  
 Effective Annual Rate .. : 2.442 %  
 Periodic Rate ..... : 0.6050 %  
 Daily Rate ..... : 0.00663 %

## CASH FLOW DATA

Event	Start Date	Amount	Number Period	End Date
1 Loan	04/01/2013	2,197,982.00	1	
2 Payment	07/01/2013	190,447.78	12 Quarterly	04/01/2016

## AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 04/01/2013				2,197,982.00
1 07/01/2013	190,447.78	13,297.79	177,149.99	2,020,832.01
2 10/01/2013	190,447.78	12,226.03	178,221.75	1,842,610.26
2013 Totals	380,895.56	25,523.82	355,371.74	
3 01/01/2014	190,447.78	11,147.79	179,299.99	1,663,310.27
4 04/01/2014	190,447.78	10,063.02	180,384.76	1,482,925.51
5 07/01/2014	190,447.78	8,971.70	181,476.08	1,301,449.43
6 10/01/2014	190,447.78	7,873.77	182,574.01	1,118,875.42
2014 Totals	761,791.12	38,056.28	723,734.84	
7 01/01/2015	190,447.78	6,769.19	183,678.59	935,196.83
8 04/01/2015	190,447.78	5,657.94	184,789.84	750,406.99
9 07/01/2015	190,447.78	4,539.96	185,907.82	564,499.17
10 10/01/2015	190,447.78	3,415.22	187,032.56	377,466.61
2015 Totals	761,791.12	20,382.31	741,408.81	
11 01/01/2016	190,447.78	2,283.67	188,164.11	189,302.50
12 04/01/2016	190,447.78	1,145.28	189,302.50	0.00
2016 Totals	380,895.56	3,428.95	377,466.61	
Grand Totals	2,285,373.36	87,391.36	2,197,982.00	

City of Atlanta- Schedule B page 2.

INITIAL INSURANCE REQUIREMENT: \$2,197,982.00

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:

LESSOR:

**CITY OF ATLANTA**

Motorola Solutions, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: March \_\_\_\_\_, 2013

Date: \_\_\_\_\_

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Signature of Secretary/Clerk)  
appointed and acting Secretary or Clerk of the **CITY OF ATLANTA**, , an entity duly organized and existing  
under the laws of the **City of Atlanta** 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 **23384** dated March \_\_\_\_\_, 2013  
and Schedule A number **23384** dated March \_\_\_\_\_, 2013 between **CITY OF ATLANTA**, and Motorola  
Solutions, Inc. .

**Name**

**Title**

**Signature**

\_\_\_\_\_  
(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 ATLANTA** ,  
hereto this \_\_\_\_\_ day of March, 2013.

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 23384 dated March \_\_\_\_\_, 2013 to that certain Equipment Lease Purchase Agreement number 23384 dated \_\_\_\_\_ will be maintained by the CITY OF ATLANTA, as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number 23384 dated March \_\_\_\_\_, 2013.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 23384 , CITY OF ATLANTA , 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	_____	_____	_____	_____

Lessee:

**CITY OF ATLANTA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: March \_\_\_\_\_, 2013

## 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 ATLANTA**?
  
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?

Lessee: **CITY OF ATLANTA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: March \_\_\_\_\_, 2013

**LESSEE RESOLUTION**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on February \_\_\_\_\_, 2013 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 of February \_\_\_\_\_, 2013, between **CITY OF ATLANTA**, (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, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized Individual(s): \_\_\_\_\_  
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 : \_\_\_\_\_

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 <b>City of Atlanta</b>		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) <b>68 Mitchell Street</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Atlanta GA 30303</b>		7 Date of issue <b>4/1/2013</b>
8 Name of issue <b>Equipment Lease-Purchase Agreement 22384</b>		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	2,197,982.00
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 <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

**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	4/1/16	\$ 2,197,982.00	\$ 2,197,982.00	3 years	2.42 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	2,197,982.00
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)	_____

**Part VI Miscellaneous**

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . 

35		
36a		
37		
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . . 

36a		
37		
- 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 . . . . . 

37		
----	--	--
- 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 ▶ \_\_\_\_\_

<b>Signature and Consent</b>	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 _____		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name _____	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed PTIN _____	
	Firm's name ▶ _____		Firm's EIN ▶ _____		
	Firm's address ▶ _____		Phone no. _____		

# 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 Date: March \_\_\_\_\_, 2013

Lease Schedule A Date: March \_\_\_\_\_, 2013

Equipment Lease Purchase Agreement No.: 23384

Lease Schedule A No. : 23384

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23384 dated March _____, 2013. See Schedule A for a detailed Equipment List.

LESSEE:

**CITY OF ATLANTA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison:

KIEVA MORRISON

Contact Number:

404-330-6264

Originating Department:

Police

Committee(s) of Purview:

Finance/Executive

Chief of Staff Deadline:

February 8, 2013

Anticipated Committee Meeting Date(s):

February 26-27, 2013

Anticipated Full Council Date:

March 4, 2013

Legislative Counsel's Signature:

Martin Clarke



Commissioner's Signature:



Chief Information Officer Signature (for IT Procurements)



Chief Procurement Officer Signature:

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER APPROPRIATE CONTRACTUAL AGREEMENTS AND FUNDING PURSUANT TO 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING GTA CONTRACT #980-2800008: CITY OF ATLANTA PROFESSIONAL CONTRACT #SS-5986-PL, FOR SOFTWARE AND HARDWARE UPGRADES TO THE CITY OF ATLANTA 800 MHZ PUBLIC SAFETY SYSTEM ON BEHALF OF THE ATLANTA POLICE DEPARTMENT AND THE DEPARTMENT OF INFORMATION TECHNOLOGY ("DEPARTMENT"), IN AN AMOUNT NOT TO EXCEED TWO MILLION ONE HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND ZERO CENTS (\$2,197,982.00), AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO:

(date)

Received by LC from CPO:

(date)

Received by Mayor's Office:

(date)

Reviewed by:

(date)

Submitted to Council:

(date)