SUBJECT: PIGGYBACK CITY OF MESA, AZ CONTRACT #2018011, INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

BID #: PSC-0265-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT EXECUTION THROUGH FEBRUARY 28, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: LIBRARY

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend award with SHI International Corporation under Mesa, Arizona contract #2018011, Information Technology Solutions and Services with SHI International Corporation to increase the amount by $251,948.72 for the lease of 42 self-check units. The total revised estimated expenditure is $755,846.16.

Funding Source: 000111.185102.546610.000000.00000000.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel and encumbered by purchase order

Attachments: Recommendation Memo, Vendor Quote, Contract and Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Corey Sidlo DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Leslie Jones, Assistant Director of Finance and Administration, Jacksonville Public Library

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JACKSONVILLE
PUBLIC LIBRARY

Jacksonville Public Library
Support Services Department
3435 University Blvd. North
Jacksonville, Florida 32277

September 18, 2023

MEMORANDUM

TO: Dustin Freeman,
Chief of Procurement

FROM: Lynn Jacobson
Systems and Technology Manager, Jacksonville Public Library

CC: Tim Rogers
Director, Jacksonville Public Library

Gretchen Mitchell
Deputy Director for Support Services, Jacksonville Public Library

Leslie Jones
Assistant Director for Administration and Finance, Jacksonville Public Library

SUBJ: POA-70070-23 De Lage Landen Public Finance Increase Funds Request FY24

POA-70070-23 was awarded to De Lage Landen Public Finance in the form of a lease agreement (attached). FY2024 is year three of a five-year agreement. Lease date March 1, 2021, rental payment number 3, rental payment due date 10/29/2023.

The Jacksonville Public Library respectfully requests the vendor's contract be increased by the addition of $251,948.72 in cost center/account number:
General Funds – 000111.185102.546610.000000.00000000.00000.0000000.

If you have questions or need additional information, please contact Lynn Jacobson, Systems and Technology Manager, 255-6025.

Thank you for your consideration.

DE LAGE LANDEN PUBLIC FINANCE LLC
PO BOX 825736
PHILADELPHIA, PA 19182-5736

REMITTANCE SECTION

Invoice Number:	586944883
Due Date:	10/29/2023
Due This Period	$251,948 72

Amount Enclosed: $_____

Please make check payable to

City of Jacksonville, Florida
ATTN: AP / General Accounting Division
117 W DUVAL ST STE 375
JACKSONVILLE, FL 32202-5725

DE LAGE LANDEN PUBLIC FINANCE LLC
PO BOX 825736
PHILADELPHIA, PA 19182-5736

210000586944883025194872 1

Detach here. Please include the top payment coupon with your payment. Please allow 5-7 days for U.S. Postal Service delivery

DE LAGE LANDEN PUBLIC FINANCE LLC
PO BOX 825736
PHILADELPHIA, PA 19182-5736
WWW.LEASEDIRECT.COM

Contract Number:	500-50193873
Invoice Number:	586944883
Account Number:	1482300
Site Number:	5398810
Contract PO Number:	631961-22
Invoice Date:	09/14/2023
Period of Performance:	10/29/2023 - 10/28/2024
Due This Period:	$251,948 72

IMPORTANT MESSAGES

See Reverse For Important Information

INVOICE DETAILS

Description	Payment Amount	Tax	Total Amount	Applied Amount	Remaining Amount Due
PAYMENT	$251,948 72	$0 00	$251,948.72	$0 00	$251,948.72
Billed this Invoice	**$251,948.72**	**$0.00**	**$251,948.72**	**$0.00**	**$251,948.72**
Balance Due Previous Invoices					**$0.00**
Total Amount Due					**$251,948.72**

(Please see the following pages for details.)

Please read insert for important account change information

Payment Remittance

- ✓ **Tax Payer ID:** 38-1904500
- ✓ **ACH & Wire Payment Bank Details:**

  Account # 8612106611 Routing Number # 031000053
  Company Code/Originator ID # 1233010982

- ✓ **Remittance advice:** Email to eft@leasedirect.com
- ✓ **Check Payment:** Please be sure to enclose remittance slip and allow sufficient time for postal delivery

Contact Us

WWW.LEASEDIRECT.COM

- ✓ Make a Payment
- ✓ View Invoice and Contract Copies
- ✓ Enroll in Paperless Invoicing
- ✓ Update your insurance
- ✓ Update your Billing and Asset Address
- ✓ Enroll in Direct Debit

1-800-957-1664 8:30 AM EST - 7 00 PM EST

customersupport@leasedirect.com

Explanation of Charges

It is important to us that you understand the charges on your invoice. Please refer to this guide for assistance

1. DOCUMENTATION/ORIGINATION FEE – A one-time fee assessed on new transactions to cover our expenses for preparing financing statements and other documentation costs.
2. INTERIM PAYMENT – A charge to account for the partial month, prior to the first full billing cycle, calculated per the terms and conditions in the contract.
3. INSURANCE CHARGE – A charge due each billing period as the result of the equipment being insured by the lessor against theft or damage.
4. PAYMENT – Amount due each billing period in accordance with the terms of the contract.
5. LATE FEE – Assessed when a payment is not received by its due date, as provided by the contract.
6. FINANCE CHARGE – Assessed when a payment is not received and is over thirty (30) days past its due date.
7. PROPERTY TAX – The lessor, as the owner of the equipment, is assessed and pays property tax to the appropriate taxing authority on an annual basis. Per the contract, the Lessee has agreed to reimburse the Lessor for all property taxes paid on their behalf plus reasonable administrative costs. For questions about taxes, call the Customer Service number above.
8. RETURNED CHECK FEE – Assessed each time a check is returned for any reason.
9. CUSTOMER SERVICE FEE – Assessed when a request for an amortization schedule, an invoice copy, a pay history, or additional contract copy is requested.
10. ACCOUNT SUMMARY – Overview of prior billed invoices for which a partial or no payment was received at the time the current invoice was printed.
11. TAX OR LESSOR SURCHARGE – Taxes due in accordance with the tax laws of the state(s) where the equipment is located. For tax related questions, call the Customer Service number above.

ASSET DETAILS

Contract Number	Purchase Order	Make / Model	Asset Number	Serial Number	Install Date	Cost Center	Department	Payment Amount	Tax	Total Amount
500-50193873	631981-22	Bibliotheca / Point of Sale	50193873_1	500-50193873	09/29/2021			251948 72	$0 00	$251 948 72

Asset Location: 117 W DUVAL ST STE 375 JACKSONVILLE DUVAL FL 32202-5725 United States

Asset Amount Total: $251,948.72

SUBJECT: PIGGYBACK CITY OF MESA, AZ CONTRACT #2018011, INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

BID #: PSC-0265-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT EXECUTION THROUGH FEBRUARY 28, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: LIBRARY

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the piggyback award via City of Mesa, Arizona contract #2018011, Information Technology Solutions and Services with SHI International Corporation to increase the amount by $251,948.72 for the second year of a three (3) year term ending February 28, 2023. Total revised estimated expenditure amount is $503,897.44.

Funding Source: 000111.185102.546610.000000.00000000.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel and encumbered by purchase order

Attachments: Agency Letter/ Vendor Quote and Previous Award

ANALYST: _____ Corey Sidlo

RESPECTFULLY SUBMITTED _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Leslie Jones, Assistant Director of Finance and Administration, Jacksonville Public Library

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 10/27/2022

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 10/28/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

70399-20

SUBJECT: PIGGYBACK CITY OF MESA, AZ CONTRACT #2018011, INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

BID #: PSC-0265-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT EXECUTION THROUGH FEBRUARY 28, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: LIBRARY

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the piggyback award via City of Mesa, Arizona contract #2018011, Information Technology Solutions and Services with SHI International Corporation to decrease the amount by $6,281.28 for the lease of 42 self-check unit. Total revised estimated expenditure amount for the initial year ending is $251,948.72.

Funding Source: 00111.185102.564020.000000.00000000.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel and encumbered by purchase order

Attachments: Recommendation Memo, Vendor Quote and Previous Award

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Chuck McNeil, Assistant Director of Finance and Administration, Jacksonville Public Library

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 9/23/21

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 9-24-21

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

SUBJECT: PIGGYBACK CITY OF MESA, AZ CONTRACT #2018011, INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

BID #: PSC-0265-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT EXECUTION THROUGH FEBRUARY 28, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: LIBRARY

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback City of Mesa, Arizona contract #2018011, Information Technology Solutions and Services with SHI International Corporation for the purchase of 42 self-check unit. Period of service is from date of contract execution through February 28, 2023 with two (2) one (1) year renewal options. Total estimated expenditure amount for the initial year is $258,230.00.

Funding Source: 00111.185102.564020.000000.00000000.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel and encumbered by purchase order

Attachments: Recommendation Memo, Vendor Quote and Contract

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Chuck McNeil, Assistant Director of Finance and Administration, Jacksonville Public Library

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 8/27/20

Teresa R Eiber _____ OTHER: _____

Mikhelle Reed _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 8/28/20

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

500-50193873

SUPPLEMENTAL AMENDMENT
TO
LEASE PURCHASE AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
DE LAGE LANDEN PUBLIC FINANCE LLC
FOR
LEASE PURCHASE OF 42 SELF-CHECK UNITS

THIS SUPPLEMENTAL AMENDMENT to Lease Purchase Agreement for the financing of 42 self-check units is made and entered into in duplicate effective as of the 17 day of November, 2021, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "Lessee"), and DE LAGE LANDEN PUBLIC FINANCE LLC (hereinafter the "Lessor"). This Supplemental Addendum is hereby incorporated in and is hereby made a part of the above-referenced Lease Purchase Agreement (together with all Exhibits and Attachments, including the Florida Addendum, the "Agreement", and together with this Supplemental Amendment, the "Lease"). Lessee and Lessor hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement, and that the following changes and additions shall be made to the Agreement.

RECITALS:

WHEREAS, effective March 1, 2021, City and Lessor made and entered into City of Jacksonville Lease Purchase Agreement 500-50193873;

WHEREAS, at the time said Agreement was executed, documents containing incorrect figures and an incorrect date were included as part of said Agreement;

WHEREAS, said Agreement has been amended previously; and

WHEREAS, said Agreement should be amended further by revising the Payment Schedule of the Lease Purchase Agreement by deleting EXHIBIT A and adding and attaching a new EXHIBIT A, REVISED.

NOW, THEREFORE, for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. EXHIBIT A, Payment Schedule, of said Agreement is amended by deleting said EXHIBIT A in its entirety and replacing it with EXHIBIT A, REVISED, attached hereto and incorporated herein by this reference, thus clarifying the actual commencement date and payment dates, and by reducing the interest rate and the resulting annual payment from $258,230.00 to $251,948.72, thus reducing the maximum amount to an amount not to exceed $1,259,743.60. Notwithstanding any contrary provision in with EXHIBIT A, REVISED, and as required by Section 126.108, *Ordinance* Code, the maximum indebtedness of City for all fees,

EXHIBIT A

EQUIPMENT LEASE PURCHASE AGREEMENT

Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FIANNCE LLC

LESSEE: CITY OF JACKSONVILLE, FLORIDA

LEASE NUMBER: 500-50193873

LEASE DATE: MARCH 1, 20 21

Rental Payment Number	Rental Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	09/29/2021	0	0	0	1,174,067.64	-
1	10/29/2021	251,948.72	3,374.56	248,574.16	925,493.48	944,003.35
2	10/29/2022	251,948.72	32,364.52	219,584.20	705,909.28	720,027.47
3	10/29/2023	251,948.72	24,685.66	227,263.06	478,646.22	488,219.14
4	10/29/2024	251,948.72	16,738.27	235,210.45	243,435.77	248,304.49
5	10/29/2025	251,948.72	8,512.95	243,435.77	0.00	-
		1,259,743.60	85,675.96	1,174,067.64		

FORM APPROVED

James R. McCain Jr.
ASSISTANT GENERAL COUNSEL

ATTEST:

James R. McCain Jr.
Corporation Secretary
of Jacksonville

CITY OF JACKSONVILLE FLORIDA

Sales tax of $0.00 is included in the financed amount shown above

The interest rate reflected herein is provided as an indication only and may need to be revised prior to closing. The Lessor will make reasonable efforts to maintain the rate presented herein. However, the rate may need to be revised prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing (which causes an increase in the Lessor's cost of funds), the interest rate will be indexed to reflect adjustments to the Lender's actual cost of funds due to market and legal changes incurred since the date of this documentation.

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Lessee Signature _____ Date _____

Print Name _____ Title: _____

07PFDOC061Av3

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500-50193873

AMENDMENT TO LEASE-PURCHASE AGREEMENT

This Amendment to Lease-Purchase Agreement (together with all Exhibits and this Amendment, the "Agreement") Reference Number 500-50193873, dated as of March 1, 2021, between City of Jacksonville, Florida (together with its successors and assigns, "Lessee"), and DE LAGE LANDEN PUBLIC FINANCE LLC (together with its successors and assigns, "Lessor"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions are hereby made to the Agreement:

1. **Section 7.02. Insurance.** The line starting with "All such casualty and liability insurance be with insurers that are acceptable to Lessor……", is hereby deleted. It is acknowledged that the Lessee is Self-Insured
2. **Section 7.05. Release and Indemnification.** The following is hereby added to the end of this section " Provided, however, that regardless of whether any such obligations are based on tort, the obligations of the City and the City's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract."
3. **Section 8.01. Risk of loss.** This section is hereby revised as the following: "Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Property from any cause whatsoever. No such loss of or damage to the Property shall relieve Lessee of the obligation to make Rental Payments or to perform any other Obligation under this Agreement."

Except as specifically set forth in this Amendment, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSOR DE LAGE LANDEN PUBLIC FINANCE LLC	LESSEE City of Jacksonville, Florida
BY: Diana DiPietro AUTHORIZED SIGNATURE	BY: X AUTHORIZED SIGNATURE
BY: Diana DiPietro/Authorized Signatory PRINTED NAME AND TITLE	BY: PRINTED NAME AND TITLE Brian Hughes Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02
DATE	DATE: 11-17-2021

FORM APPROVED

AL COUNSEL

ATTEST:

James R. McCain, Jr.
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

James R. McCain, Jr.
ASSISTANT GENERAL COUNSEL

ACCEPTANCE CERTIFICATE

De Lage Landen Public Finance LLC
1111 Old Eagle School Rd
Wayne, PA 19087

Ladies and Gentlemen:

Re: Lease Purchase Agreement dated as MARCH 1, 20 21 of between De Lage Landen Public Finance LLC, as Lessor, and CITY OF JACKSONVILLE, FLORIDA, as Lessee.

In accordance with the Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Property (as such term is defined in the Agreement) has been delivered, installed or is otherwise fully accessible by the Lessee and the Property is accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

FORM APPROVED

James R. McCain, Jr.
ASSISTANT GENERAL COUNSEL

ATTEST:

James R. McCain, Jr.
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

LESSEE	Lessee Name: CITY OF JACKSONVILLE, FLORIDA	
	Signature	Date
	Title	

19TEIA002Cv3

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reimbursable items, or other costs for the 42 self-check units leased by Lessor to the Lessee pursuant to the Agreement shall not exceed the sum of ONE MILLION TWO HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED FORTY-THREE AND 60/100 USD ($1,259,743.60).

Except as specifically set forth in this Supplemental Amendment, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

In the event of any conflict, inconsistency or incongruity between the provisions of this Supplemental Amendment and any of the provisions of the Agreement. the provisions of this Supplemental Amendment shall in all respects govern and control. Lessee agrees that a facsimile copy or other electronic transmission of the document with facsimile and/or electronic signatures may be treated as an original and will be admissible as evidence in a court of law.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Amendment the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

DE LAGE LANDEN PUBLIC FINANCE LLC

By _____
Signature

Diana DiPietro
Type/Print Name

Authorized Signatory
Title

EXHIBIT A, REVISED **EQUIPMENT LEASE PURCHASE AGREEMENT**

Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FIANNCE LLC

LESSEE: CITY OF JACKSONVILLE, FLORIDA

LEASE NUMBER: 500-50193873

LEASE DATE: MARCH 1, 20 21

Rental Payment Number	Rental Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	09/29/2021	0	0	0	1,174,067.64	-
1	10/29/2021	251,948.72	3,374.56	248,574 16	925,493 48	944,003.35
2	10/29/2022	251,948.72	32 364 52	219,584 20	705,909 28	720,027 47
3	10/29/2023	251,948.72	24 685 66	227,263 06	478,646 22	488,219.14
4	10/29/2024	251,948.72	16,738 27	235,210 45	243,435 77	248,304.49
5	10/29/2025	251,948.72	8,512.95	243,435 77	0.00	-
		1,259,743.60	85,675.96	1,174,067.64		

ATTEST:

James R. McCain Jr.
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

Sales tax of $0.00 is included in the financed amount shown above

The interest rate reflected herein is provided as an indication only and may need to be revised prior to closing. The Lessor will make reasonable efforts to maintain the rate presented herein. However, the rate may need to be revised prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing (which causes an increase in the Lessor's cost of funds), the interest rate will be indexed to reflect adjustments to the Lender's actual cost of funds due to market and legal changes incurred since the date of this documentation.

Lessee Signature _____ Date 11-17-2021

Print Name Brian Hughes Title _____

Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

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07PFDOC061Av3

Encumbrance and funding information for internal City use:

Account 00111.185102.564020.000000.00000000.00000.0000000
Amount $251,948.72

Total Maximum Indebtedness . . . $1,259,743.60

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

Director of Finance
City Contract No. 70399-20, 2nd Amd.

Approved as to form:

James R. McGair
Office of General Counsel

GC-#1458647-v1-SHI_InfoTech_Amd#2.doc

70399-20

AGREEMENT
(UTILIZING CITY OF MESA, AZ CONTRACT #2018011)
BETWEEN
THE CITY OF JACKSONVILLE
AND
SHI INTERNATIONAL CORPORATION
FOR
PURCHASE OF 42 SELF-CHECK UNITS

THIS AGREEMENT for the purchase of 42 self-check units is made and entered into in duplicate effective as of the 1st day of Feb., 2021 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "City"), and SHI INTERNATIONAL CORPORATION, a New Jersey profit corporation with principal office at 290 Davidson Avenue, Somerset, New Jersey 08873 (hereinafter the "Contractor").

RECITALS:

WHEREAS, effective March 1, 2018, the City of Mesa, Arizona entered into City of Mesa, AZ Contract #2018011, Information Technology Solutions and Services, with Contractor (hereinafter the "Mesa Contract"), copies of which are on file with the parties; and

WHEREAS, said Mesa Contract is in full force and effect until February 28, 2023, with two (2) one-year renewal options and has been competitively procured and awarded by the City of Mesa as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities, including cities, which have been competitively procured and awarded; and

WHEREAS, the Mesa Contract is broad enough to allow City to procure 42 self-check units and Contractor has agreed to allow City to use the Mesa Contract; and

WHEREAS, it is in the best interests of the parties to use the Mesa Contract for procurement of the 42 self-check units and to add those contractual provisions City is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor

City hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to City 42 self-check units according to the provisions of the Mesa Contract and its exhibits, amendments, equipment descriptions, and quotations. The provisions, terms, and conditions of the Mesa Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Mesa Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY

City shall designate for the procurement of the 42 self-check units a Project Coordinator who will, on behalf of City, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate procurement of the 42 self-check units with the designated Project Coordinator. City's designated Project Coordinator shall be Lynn Jacobson, Systems and Technology Manager, Jacksonville Public Library (Telephone: 904-255-6025; Email: Jacobson@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through February 28, 2023, unless sooner terminated as provided in the Mesa Contract, with two (2) one-year renewal options. During said period of time, the self-check unit pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to procure the same at the contract prices provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. City will compensate Contractor for the resale services, i.e., sourcing and fulfilling the product and/or providing reports, documentation, and schedules to be developed and provided by Contractor in regards to the Services provided by Contractor to City in regards to the Services provided by Contractor ("Deliverables") identified in an Order ("Services") self-check units purchased hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; *provided however*, payment invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by City's Project Coordinator.

500-50193873

De Lage Landen Public Finance LLC
1111 Old Eagle School Rd
Wayne, PA 19087

Lease Purchase Agreement

DATED: MARCH 1 20 21

LESSEE

Full Legal Name: City of Jacksonville, Florida
DBA Name (if any):
Phone Number:
Billing Address: 117 W DUVAL ST STE 375
City: JACKSONVILLE State: FL Zip: 32202

PROPERTY DESCRIPTION

Quantity | Model No. (Project-wide) | Serial Number (if any, if date) | General Description, type, manufacturer, capacity, serial number, and model date (any) (attach list)

SEE SHI QUOTE 19219813 DATED 7/31/20

FORM APPROVED

Location of Property (include the location of any tangible personal property to be leased and/or the location of any tangible personal property that will be used in conjunction with the property):

James R. McCain Jr.
ASSISTANT GENERAL COUNSEL

VENDOR

Vendor Name: SHI INTERNATIONAL
Address: 290 DAVIDSON AVE
City: SOMERSET State: NJ Zip: 08873

RENTAL PAYMENTS

Rental Payment Periods
- ☐ Monthly
- ☐ Quarterly
- ☐ Semi-annually
- ☑ Annually

Rental Payments shall be made in accordance with Section 4.04 and the Schedule of Rental Payments attached hereto as Exhibit A.

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON PAGES TWO THROUGH FIVE, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

LESSOR

Lessor: DE LAGE LANDEN PUBLIC FINANCE LLC
Signature:
Title: Authorized Signatory
Lease Number: 500-50193873

LESSEE SIGNATURE

Lessee: City of Jacksonville, Florida
Signature:
Title: Brian Hughes, Chief Administrative Officer, For: Mayor Lenny Curry, Under Authority of: Executive Order No: 2019-02
(Seal)
Attest: James R. McCain Jr.
Title: James R. McCain, Jr. Corp Sec

(Terms and Conditions continued on the reverse side of this Agreement.)

TAX DESIGNATIONS AND COVENANTS

Bank Qualification: Lessee initial here if this provision is applicable: _____.
If not initialed, this provision does NOT apply to this Agreement.

(a) Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year during which the Commencement Date of this Agreement occurs, including this Agreement, is not reasonably expected to exceed $10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of "qualified tax-exempt obligations" (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year during which the Commencement Date of this Agreement occurs without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

OPINION OF COUNSEL

As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Property, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Property and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Signature:
Name: James R. McCain, Jr.
Address: 117 W Duval St. #480
City: Jacksonville State: FL Zip: 32202
Phone Number: 904-255-5059

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"Capital Expenditures" means costs of a type that are properly chargeable to a capital account under general federal income tax principles in effect at the time the cost is paid, or would be so chargeable with a proper election or with the placed-in-service date considered to be the date on which, based on all facts and circumstances, (a) the facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Property are deposited by Lessor for that purpose with an escrow agent.

"Event of Default" means an Event of Default described in Section 12.01.

"Insurance Year" is the calendar year in which the Commencement Date occurs.

"Lease Term" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"Lessee" means the entity described as such on the front of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such on the front of this Agreement, its successors and its assigns.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"Property" means the equipment, software, maintenance, warranty, service and similar items being financed by this Agreement as described on the front of this Agreement, and all replacements, substitutions, updates, upgrades, repairs, restorations, modifications, attachments, accessories, additions and improvements thereof or thereto, as applicable.

"Purchase Price" means the amount set forth on the Payment Schedule as the Purchase Price for the Property.

"Renewal Terms" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"Rental Payment Period" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer or supplier of the Property as well as the agents or dealers of the manufacturer or supplier of the Property, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Property hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of the Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Property is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future. The Property will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the United States Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

(o) All the costs of acquiring the Property, including amounts attributable to the financing of software, maintenance, warranty and similar items, are consistently treated as Capital Expenditures by the Lessee on its books and records. All proceeds of this Agreement will be used, directly or indirectly, to finance Capital Expenditures or, to the extent permitted by law, de minimis expenditures for certain specified purposes.

(p) Lessee has received written assurance from Vendor that with respect to the portion of the Property being prepaid, the same maintenance, repair, extended warranty, updates or maintenance or support services, as applicable, are regularly provided to nongovernmental persons on the same terms.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Property will not be less than the total principal portion of the Rental Payments.

(b) The Property has been ordered or is expected to be ordered within six months of the Commencement Date, and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Property has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

ARTICLE III

Section 3.01. Lease of Property. Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04,

(b) the exercise by Lessee of the option to purchase the Property under Article X and payment of the Purchase Price and all amounts payable in connection therewith,

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII, or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee's rights to the Property will simultaneously terminate and Lessee agrees, at Lessee's cost and expense, (a) to immediately discontinue use of the Property, (b) to return to Lessor any portion of the Property constituting tangible personal property, (c) to remove any Intangible Property from Lessee's property and terminate access to and use of such Property, whether such Property is installed on premises or accessed remotely or by Internet connection and, as applicable, deliver or otherwise release the same to Vendor at the location or locations specified by Vendor, and (d) within 30 days of any such termination, to deliver a certificate to Lessor certifying that Lessee has complied with this sentence.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments to be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE PROPERTY TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INTERRUPTIONS IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Property. Lessee shall (a) order the Property, (b) cause any portion of the Property constituting tangible personal property to be delivered and installed at the location specified on the front of this Agreement, (c) cause any Intangible Property to be accessible from Lessee's computers, servers and other electronic equipment, either by installing the software directly on premises or providing remote access thereto, and (d) pay any and all delivery, installation and other costs in connection therewith. When the Property has been delivered and installed or is otherwise accessible by the Lessee, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, any portion of the Property constituting tangible personal property and any computers, servers and other electronic equipment using Intangible Property will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Property. Lessee shall peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting any portion of the Property constituting tangible personal property.

Section 5.04. Use and Maintenance of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any licensing or other agreement, or in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation, use, operation and maintenance of the Property. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest or rights of Lessor under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition and install all updates, upgrades, improvements and additions to the Property made available to it by Vendor. Lessor shall have no responsibility to maintain or repair or to provide or make updates, upgrades, improvements or additions to the Property.

ARTICLE VI

Section 6.01. Title to the Property. During the Lease Term, title to the Property shall vest in Lessee, subject to the provisions of this Agreement and any applicable license or other agreement. Upon any termination of this Agreement pursuant to Sections 3.02(a) or Section 3.02(c), Lessee's title shall immediately and without any action by Lessee terminate. Upon any termination of the Agreement pursuant to Sections 3.02(b) or 3.02(d), title to the Property shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 6.02. UCC FILINGS. Lessee authorizes Lessor to file a financing statement with respect to the Property.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the licensing, use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Property. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring any portion of the Property constituting tangible personal property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term, as applicable. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Property, (c) the ordering, licensing, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (d) any accident in connection with the licensing, operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Property from any cause whatsoever. No such loss of or damage to the Property nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction, Unfitness for Use and Condemnation. If (a) any portion of the Property constituting tangible personal property is destroyed, in whole or in part, or is damaged by fire or other casualty or if any portion of the Property is otherwise rendered unfit for use by any cause whatsoever, or (b) title to, or the temporary use of, any portion of the Property or the interest of Lessee or Lessor in any portion of the Property shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair or restoration of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property pursuant to Article X. Any balance of the Net Proceeds remaining after such replacement, repair or restoration of the Property has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair or restoration referred to in Section 8.02, Lessee shall either (a) complete such replacement, repair or restoration and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property pursuant to Article X. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair or restoration or after purchasing the Property shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PROPERTY OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY PROPERTY PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Property or licensing or other agreements; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease

Term all rights under any licensing or other agreement and warranties, if any, running from Vendor to Lessor included in or respecting the Property. Lessor hereby irrevocably appoints Lessee its agent and attorney in fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such licensing or other agreement, warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such agreements or warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Property, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) If substantially all of the Property is substantially damaged, destroyed or otherwise rendered unfit for use or is condemned, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360 day year of twelve 30 day months.

Upon the exercise of the option to purchase set forth above, title to the Property shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Property and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Property pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Property. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Property hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Property, (b) the uses and purposes for which the Property will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Property and the use of the Property pursuant to the terms and provisions of this Agreement and any applicable licensing and other agreements, and (d) Lessee's option to purchase Lessor's interest in the Property.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Property may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Property and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Property may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Property, to the extent if any, permitted by any applicable licensing and other agreements, if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Property shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Property.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Any termination or suspension of any of Lessee's rights under any licensing agreement included in the Property

(c) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed or to comply with any licensing or other agreement included in or respecting the Property, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(f) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(g) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due.

(b) Lessor may terminate this Agreement and hold Lessee liable for Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and in such event, Lessee's rights to the Property will simultaneously terminate and Lessee agrees, at Lessee's cost and expense, (a) to immediately discontinue use of the Property, (b) to return to Lessor any portion of the Property constituting tangible personal property, (c) to remove any Intangible Property from Lessee's property and terminate access to and use of such Property, whether such Property is installed on premises or accessed remotely or by Internet connection and, as applicable, deliver or otherwise release the same to Vendor at the location or locations specified by Vendor, and (d) within 30 days of any such termination, to deliver a certificate to Lessor certifying that Lessee has complied with this sentence. Lessor reserves the right to, and Lessee agrees that the Lessor or Vendor may, upon termination of this Agreement, enter the premises where the Property is located or used to retake possession of the Property or ensure compliance with the previous sentence.

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as Lessor under this Agreement.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement 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. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

19TEIA002v2

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AMENDMENT TO LEASE-PURCHASE AGREEMENT

This Amendment to Lease-Purchase Agreement (together with all Exhibits and this Amendment, the "Agreement") Reference Number 500-50193873, dated as of March 1, 2021, between City of Jacksonville, Florida (together with its successors and assigns, "Lessee"), and DE LAGE LANDEN PUBLIC FINANCE LLC (together with its successors and assigns, "Lessor"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions are hereby made to the Agreement:

1. Section 7.02. Insurance. The line starting with " All such casualty and liability insurance be with insurers that are acceptable to Lessor.....", is hereby deleted. It is acknowledged that the Lessee is Self-Insured
2. Section 7.05. Release and Indemnification. The following is hereby added to the end of this section " Provided, however, that regardless of whether any such obligations are based on tort, the obligations of the City and the City's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract."

Except as specifically set forth in this Amendment, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

BY: _____
AUTHORIZED SIGNATURE

BY: DIANA DiPietro
PRINTED NAME AND TITLE
Authorized Signatory

DATE: _____

LESSEE: City of Jacksonville, Florida

BY: X _____
AUTHORIZED SIGNATURE

BY: Lenny Curry Mayor
PRINTED NAME AND TITLE

DATE: 3/18/2021

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

CITY OF JACKSONVILLE FLORIDA

ATTEST:

Karen R. McCain
Corporation Secretary
City of Jacksonville

FORM APPROVED

Karen R. McCain
ASSISTANT GENERAL COUNSEL

CERTIFICATE OF INCUMBENCY AND AUTHORITY

The undersigned, being a knowledgeable and authorized agent of City of Jacksonville, Florida ("Obligor"), does hereby certify that:

1. He or she is the duly elected, qualified and acting in a position as indicated by the undersigned's title.

2. Set forth below are the names and genuine signatures of individuals ("Authorized Officers") who hold the offices set forth opposite their respective names.

3. Each of the Authorized Officers is legally authorized to enter into any and all agreements with DE LAGE LANDEN PUBLIC FINANCE LLC ("Lender") on behalf of Obligor.

NAME	TITLE	SIGNATURE
Lenny Curry	Mayor	Brian Hughes Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this 18th day of March, 2021.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

ASSISTANT GENERAL COUNSEL

OBLIGOR

Obligor: City of Jacksonville, Florida

Signature X

Print Name: Lenny Curry

Title: Mayor

Date: 3-18-21

(THIS SIGNATURE IS TO BE EXECUTED BY A PERSON OTHER THAN THE PERSON OR PERSONS THAT SIGNED IN SECTION 3 ABOVE. THIS MAY BE THE CITY CLERK OR BOARD SECRETARY/BOARD CLERK)

(COMPANY SEAL)

16PFDOC274v1

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Pricing Proposal
Quotation #: 19219813
Created On: 7/31/2020
Valid Until: 7/31/2020

CITY OF JACKSONVILLE

Barbara Gubbin
117 West Duval Street
Suite 375
Jacksonville, FL 32202
United States
Phone: 904-630-1994
Fax:
Email: bgubbin@coj.net

Inside Account Manager

Julian Paredes
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Julian_Paredes@shi.com

All Prices are in US Dollar (USD)

	Product
1	PRE-PAID SUPPORT & MAINTENANCE (48 Months) bibliotheca Group GmbH - Part#: SUP000001-000-US Contract Name: Omnia Partners - IT Solutions Contract #: 2016011-02
2	selfCheck 1000 white with coin & note (US) bibliotheca Group GmbH - Part#: SCK000003-001-US Contract Name: Omnia Partners - IT Solutions Contract #: 2016011-02
3	selfCheck 1000iSelf card pmyt iUC150b (wht) bibliotheca Group GmbH - Part#: SCK000051-001-US Contract Name: Omnia Partners - IT Solutions Contract #: 2016011-02
4	libraryConnect devices, 1 year subscription, 26-50 devices bibliotheca Group GmbH - Part#: SWR000043-000-US Contract Name: Omnia Partners - IT Solutions Contract #: 2016011-02
5	SHIPPING AND ADMINISTRATION bibliotheca Group GmbH - Part#: SHP000001-000-US Contract Name: Omnia Partners - IT Solutions Contract #: 2016011-02 Note: Shipping is estimated on one receiving location, unless other noted, and on current rates and proposal.

X
SIGNATURE
CITY OF JACKSONVILLE, FLORIDA

3/18/2021
DATE

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

CITY OF JACKSONVILLE FLORIDA

ATTEST:

James R. McCain
Corporation Secretary
City of Jacksonville

FORM APPROVED

James R McCain
ASSISTANT GENERAL COUNSEL

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

EXHIBIT A

LEASE PURCHASE AGREEMENT

Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of Jacksonville, Florida

LEASE NUMBER: 500-60193873

LEASE DATE: MARCH 1 , 20 21

Rental Payment Number	Rental Payment Due Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	3/1/2021	0	0.00	0.00	1,174,067.64	-
1	4/1/2021	258,230.00	4,755.98	253,474.02	920,593.62	985,036.17
2	4/1/2022	258,230.00	43,908.27	214,321.73	706,271.89	756,710.92
3	4/1/2023	258,230.00	33,686.06	224,543.94	481,727.95	515,448.91
4	4/1/2024	258,230.00	22,976.31	235,253.69	246,474.26	263,727.46
5	4/1/2025	258,230.00	11,755.74	246,474.26	0.00	-
Grand Totals		1,291,150.00	117,082.36	1,174,067.64		-

ATTEST:

Corporation Secretary
City of Jacksonville

FORM APPROVED

ASSISTANT GENERAL COUNSEL

Sales tax of $0.00 is included in the financed amount shown above.

The interest rate reflected herein is provided as an indication only and may need to be revised prior to closing. The Lessor will make reasonable efforts to maintain the rate presented herein. However, the rate may need to be revised prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing (which causes an increase in the Lessor's cost of funds), the interest rate will be indexed to reflect adjustments to the Lender's actual cost of funds due to market and legal changes incurred since the date of this documentation.

Lessee Signature

Print Name: Lenny Curry

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

Date: 3-18-2021

Title: Mayor

19TELA002Av2

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ELECTRONIC TRANSACTIONS ADDENDUM

This ELECTRONIC TRANSACTIONS ADDENDUM (the "Addendum") is made part of and amends that certain Equipment Lease Purchase Agreement dated as of MARCH 1, 20 21 ("Agreement") by and between City of Jacksonville, Florida and DE LAGE LANDEN PUBLIC FINANCE LLC

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Lease, it is hereby agreed as follows.

1. The following is added as a new section at the end of the Agreement and shall read as follows:

   Section 13.13. Electronic Transactions. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of the IRS Form 8038-G which Lessee must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original 'wet ink' signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original 'wet ink' signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Agreement, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith with the exception of the IRS Form 8038-G, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Agreement by the Lessee when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At Lessor's option, Lessor may require a manual signature.

2. The Addendum may be executed in one or more separate counterparts each of which shall be an original, but all of which when together shall be deemed to constitute one and the same instrument.

3. Except as expressly described hereby, all terms of the Agreement shall remain in full force and effect. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control. Unless otherwise defined herein, capitalized terms in this Addendum shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, the parties have caused the foregoing presents to be duly executed on the day of 20_____.

CITY OF JACKSONVILLE FLORIDA

ATTEST:

Corporation Secretary
City of Jacksonville

FORM APPROVED

ASSISTANT GENERAL COUNSEL

LESSEE

LESSEE City of Jacksonville, Florida

Signature X

Print Name Lenny Curry

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-09

Date 3-18-2021

Mayor

LESSOR

LESSOR DE LAGE LANDEN PUBLIC FINANCE LLC

Signature X

Print Name: DIANA D. Pietro

Title Authorized Signatory

Date

19PFDOC289

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ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: Lynn Jacobsen / Systems Technology Manager Phone Number: 904-255-6025

1) Please clarify legal name of proposed lessee? City of Jacksonville, Florida

2) Is any equipment to be leased replacing any existing equipment? *(If No, proceed to question 3)*.... ☑ Yes ☐ No

What percentage of the equipment to be leased is replacement? 100 %

How long was the existing equipment in use? ☐ 1-3 yrs ☐ 3-5 yrs ☑ 5+ yrs

Why is the existing equipment being replaced? the existing equipment is at end of life

3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)

Allow library customers to checkout material, pay fines & fees and pay for computer & printing services

4) Was the equipment/lease placed for competitive bid? ☐ Yes ☑ No

If No, why was a bid not required?

☐ Covered under state contract (Contract name and #)

Size of transaction does not require competitive bid (What documentation)

Transaction exempt from bidding process pursuant to current statutes (statute #)

(Please attach copy of statute if available)

☑ Other Covered under Piggyback City of Mesa Contract # 2016011

5) What is the source of funds for repayment of this obligation?

☑ Local Property Taxes

☐ State Unrestricted Revenues

☐ Federal Financial Assistance

☐ Chapter I ☐ Chapter II Other

☐ Other

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? ☑ Yes ☐ No

If No, why is the obligation not included in an approved budget?

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation?

The library budget has been consistent for the past seven years. There are no anticipated changes in the near future.

To the best of your knowledge, have you ever non-appropriated funds in the past? ☐ Yes ☑ No

If Yes, please provide details

8) What is required on the invoice for prompt payment? PO #

Completed By:

Signature: Date:

Print Name Phone:

10PFDOC174

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of Jacksonville

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below

jacobson@coj.net ; COJ1cloudinvoices@coj.net

*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM
Subject line will read: Your Lease Direct invoice is ready to view online!

Billing Address: City of Jacksonville
117 West Duval St STE 315, Jacksonville, FL 32202

Attention: General Accounting Division

Telephone Number:

FEDERAL TAX ID#: ~~[illegible]~~ 59-6000344

Lease/Contract Signer Name: Date of Birth (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# ☐ YES ☐ NO

Is a new purchase order required for each new fiscal period? ☐ YES ☐ NO

If yes, provide month/year PO expires

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. ☒ YES ☐ NO

Do you require any special information to establish a vendor number for ? ☐ YES ☐ NO

If yes, please advise: vendor must register on at http://coj.net/departments/finance/procurement/supplier-portal

Additional Comments.

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS
(required for all State and Local Government transactions)

Contact Name RANDAL BARNES

Title Treasurer, City of Jacksonville

Contact Address: 117 W DUVAL ST, JACKSONVILLE FL 32202

Contact Telephone Number: 904-255-3521

Email Address: randbarne@coj.net

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered

YES ☐ NO ☐ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.
The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ☐ NO ☐ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

08PFDOC088v10

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Form **8038-G** (Rev. September 2018) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▶ ☐

1 Issuer's name City of Jacksonville, Florida	2 Issuer's employer identification number (EIN) XXXXXXXXXXXXX
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	3b Telephone number of other person shown on 3a XXXXXXXXXXXXXXXXXXX
4 Number and street (or P.O. box if mail is not delivered to street address) 117 W DUVAL ST STE 375 — Room/suite XXXXXX	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code JACKSONVILLE FL 32202	7 Date of issue XXXXXXXXXXXXXXXXXXXXXXXXXX
8 Name of issue XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	9 CUSIP number XXXXXXXXXXXXXXXXXXXXXXXXXX
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	10b Telephone number of officer or other employee shown on 10a XXXXXXXXXXXXXXXXXXXXXXXXXX

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

11	Education	11	XXXXXXXXXX	XX
12	Health and hospital	12	XXXXXXXXXX	XX
13	Transportation	13	XXXXXXXXXX	XX
14	Public safety	14	XXXXXXXXXX	XX
15	Environment (including sewage bonds)	15	XXXXXXXXXX	XX
16	Housing	16	XXXXXXXXXX	XX
17	Utilities	17	XXXXXXXXXX	XX
18	Other. Describe ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	18	XXXXXXXXXX	XX
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐			
b	If bonds are BANs, check only box 19b ▶ ☐			
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Bonds. 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	XXXXXXXXXX	$ XXXXXXXXXXXX.XX	$ XXXXXXXXXX.XX	XXXXXXXXXX years	XXXXXXXXXXXXXXXX %

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

22	Proceeds used for accrued interest				22	XXXXXXXXXX	XX
23	Issue price of entire issue (enter amount from line 21, column (b))				23	XXXXXXXXXX	XX
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	XXXXXXXX	XX			
25	Proceeds used for credit enhancement	25	XXXXXXXX	XX			
26	Proceeds allocated to reasonably required reserve or replacement fund	26	XXXXXXXX	XX			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	XXXXXXXX	XX			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	XXXXXXXX	XX			
29	Total (add lines 24 through 28)				29	XXXXXXXXXX	XX
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	XXXXXXXXXX	XX

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

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	XXXXXXXXXXXX years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	XXXXXXXXXXXX years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	XXXXXXXXXXXX
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Part VI Miscellaneous

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

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . 36a XXXXXXXXXX XX

b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) XXXXXXXXXXXXXX

c Enter the name of the GIC provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 XXXXXXXXXX XX

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 bond ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXX

c Enter the EIN of the issuer of the master pool bond ▶ XXXXXXXXX

d Enter the name of the issuer of the master pool bond ▶ XXXXXXXXXXXXXXXXXX

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 ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX

c Type of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX

d Term of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXX

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 . . . . . ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
XXXXXXXXXXXXXXXXXXXXXXXXXX				XXXXXXXXXXXX

Firm's name ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX Firm's EIN ▶ XXXXXXXXXX

Firm's address ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXX Phone no. XXXXXXXXXXXXX

SAMPLE

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Instructions for Form 8038-G

Department of the Treasury
Internal Revenue Service

(Rev. September 2018)

Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to *IRS.gov/Form8038G*.

What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

Note. The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
$100,000 or more	a separate Form 8038-G for each issue.
less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 501, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to *IRS.gov/PDS* for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to *IRS.gov/PDSstreetAddresses*.

PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, $1.39 becomes $1 and $2.50 becomes $3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or

payments for such property), or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at *IRS.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue

Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. Do not check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. And print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through *IRS.gov/FormComments*.

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

SAMPLE

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April 15, 2021

De Lage Landen Public Finance LLC
1111 Old Eagle School Road, Wayne, PA 19087
TEL:(800) 669-9401 FAX: (800) 776-4665

CITY OF JACKSONVILLE, FLORIDA
117 W DUVAL ST
JACKSONVILLE, FL 32202

Greetings,

Per your request we have signed the LEASE PURCHASE AGREEMENT, dated MARCH 1, 2021 (the "Lease"). We are happy to send these to you with the express understanding that: (i) as an accommodation to Obligor, the signature page of De Lage Landen Public Finance, LLC ("DLLPF") is being delivered to Obligor to be held in escrow until DLLPF notifies Obligor that DLLPF's signature is formally released; and (ii) the foregoing shall not in any manner constitute a commitment to fund or an acceptance by DLLPF of the Lease.

This Lease has not yet commenced, and will not commence, until x) DLLPF receives the following items and all of the following conditions have been satisfied in full, and y) DLLPF thereafter notifies Obligor that DLLPF's signature is formally released and DLLPF has formally accepted the Lease:

1. Signed Delivery and Acceptance Certificate with the date that all equipment was accepted.
2. Telephone Verification to verify all equipment delivered, accepted and to confirm billing information.
3. Any other documentation required by DLLPF in connection with the Lease.

The above outstanding conditions must be met and items must be received in form and substance acceptable by DLLPF, on or before close of business on the date which is ninety (90) days from the date of this letter. Time is of the essence in this letter agreement. In any such event, Obligor shall promptly return to DLLPF the signature pages being held in escrow and Obligor shall promptly destroy any copies of same.

By signing below and returning a copy to DLLPF, Obligor acknowledges and agrees with all of the terms and conditions hereof. A facsimile copy of this letter agreement with facsimile signatures may be treated as an original and will be admissible as evidence of the agreements and understandings hereunder. Please feel free to contact the undersigned with any questions.

Regards,

JOY WILLIAMS
STRUCTURED SUPPORT ANALYST

Acknowledged and Agreed:
CITY OF JACKSONVILLE, FLORIDA
By: _____
Title: _____
Date: _____ 5/6/2021

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

FORM APPROVED

ASSISTANT GENERAL COUNSEL

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

70399-00

SUBJECT: PIGGYBACK CITY OF MESA, AZ CONTRACT #2018011, INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

BID # PSC-0265-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT EXECUTION THROUGH FEBRUARY 28, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: LIBRARY

BASIS OF AWARD PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the piggyback award via City of Mesa, Arizona contract #2018011 Information Technology Solutions and Services with SHI International Corporation to decrease the amount by $6,281.28 for the lease of 42 self-check unit Total revised estimated expenditure amount for the initial year ending is $251,948 72

Funding Source 00111.185102.564020.000000.00000000.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel and encumbered by purchase order

Attachments Recommendation Memo, Vendor Quote and Previous Award

ANALYST: Annette Burney **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Chuck McNeil, Assistant Director of Finance and Administration, Jacksonville Public Library

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 9/23/21

OTHER:

ACTION OF AWARDING AUTHORITY DATE 9-24-21

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

SUBJECT: PIGGYBACK CITY OF MESA, AZ CONTRACT #2018011, INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

BID #: PSC-0265-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT EXECUTION THROUGH FEBRUARY 28, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: LIBRARY #70399-20

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED:** ( ) **OTHER:** ( ) 210208

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback City of Mesa, Arizona contract #2018011, Information Technology Solutions and Services with SHI International Corporation for the purchase of 42 self-check unit. Period of service is from date of contract execution through February 28, 2023 with two (2) one (1) year renewal options. Total estimated expenditure amount for the initial year is $258,230.00.

Funding Source: 00111.185102.564020.000000.00000000.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel and encumbered by purchase order

Attachments: Recommendation Memo, Vendor Quote and Contract

ANALYST: Annette Burney **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Chuck McNeil, Assistant Director of Finance and Administration, Jacksonville Public Library

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 **MEMBERS DISAPPROVING** Ø **DATE:** 8/27/20

Teresa R. Eiber

Michael Reed

OTHER:

ACTION OF AWARDING AUTHORITY **DATE** 8/28/20

APPROVED ✓ BH **DISAPPROVED**

OTHER

SIGNATURE OF AUTHENTICATION

Contract Purchase Agreement POA-70399-20

Agreement	POA-70399-20
Agreement Date	07-SEP-2020
Revision	0
Agreement Amount	258,230.00 USD
Solicitation Number	PSC-0265-21

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202
US

Supplier
SHI International Corp
290 Davidson Avenue
SOMERSET, NEW JERSEY 08873

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21602	Net 30	Freight Prepaid	FOB Destination	Best Way

Start Date	End Date	Confirm To
28-Aug-2020	28-Feb-2023	Annette Leslie-Burney aburney@coj.netPhone 904-2558810

Attachments

Type	File Name or URL	Title	Description
File	PSC-0265-21 SHI PIGGYBACK PART 2.pdf	PSC-0265-21 SHI PIGGYBACK PART	
File	PSC-0265-21 SHI PIGGYBACK PART 1.pdf	PSC-0265-21 SHI PIGGYBACK PART	

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division