



# CITY OF HOLLYWOOD, FLORIDA

## PROCUREMENT SERVICES DIVISION

### Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

Date 08/7/2018

Department/Office Information Technology

Division/Area 1345

Contact Person Raheem Seecharan

Title Director

Phone 954-921-3479

Email rseecharan@hollywoodfl.org

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1. Requested Vendor Key Government Finance United Data Technologies, Inc. Vendor Number 29594

Address P.O. BOX 850001

Contact Person German Dominguez

Title Smartnet Manager

Phone 305-778-6820

Email gdominguez@udtonline.com

2. Contract title requesting to piggyback? NASPO ValuePoint DataCom Florida NVP#AR233 (14019) Participating Addendum for FL#43220000-WSCA-14-ACS

Awarding Agency State of Utah – State Cooperative Contract

Contract Expiration Date 5/31/2019

Copy of Contract and Awarding Agency documentation is attached.

Yes  No

3. Product/Service being requested (be specific). Cisco Smartnet Software and Hardware Maintenance

4. Detailed description of the products/services function and purpose. Hardware and Software support and Software Upgrades for Cisco Unified Communications Infrastructure and City Network Infrastructure, including switches, routers, servers and firmware

*Procurement Service Division use only*

Requisition # R 260265  
(As Applicable)

Purchase Order # P 237755  
(As Applicable)

Blanket Purchase Order # BPO \_\_\_\_\_  
(As Applicable)

5. Please explain what process the Department/Office took to verify and/or identify this contract. Contacted Cisco to find a Cisco reseller with most cost effective piggyback contract that could be utilized to maintain support for these critical systems

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

Yes  No

Please explain

7. Total cost of the requested product/service. \$533,120.88

8. Total estimated annual (fiscal year) cost of requested product/service. \$110,624.18

Account Number(s) 57.1345.00000.590.004634 \_\_\_\_\_

9. Is this product/service covered by a warranty?  Yes  No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

Yes  No

If yes, please describe the related products/services and estimated cost(s.) \_\_\_\_\_

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

Yes  No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) \_\_\_\_\_

12. Is this a grant related purchase?  Yes  No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) \_\_\_\_\_

Will this require matching funds?  Yes  No

What is the grant source? \_\_\_\_\_

What is the grant (dollar) amount? \_\_\_\_\_

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at [www.sam.gov](http://www.sam.gov).

Date of Advanced Search

*Procurement Service Division use only*

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # BPO \_\_\_\_\_  
(As Applicable)

Company Name(s) Searched

Search Results

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**REQUESTING DEPARTMENT RECOMMENDATION**

**Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.**

\_\_\_\_\_  
Contact Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Rakeem Seck  
\_\_\_\_\_  
Director's Signature

8/7/18  
\_\_\_\_\_  
Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:	<u>AS</u>	Date	<u>8/29/18</u>
Approved By:	<u>Pat Zim</u>	Date	<u>8/29/2018</u>

*Procurement Service Division use only*

Requisition # R \_\_\_\_\_  
(As Applicable)

Purchase Order # P \_\_\_\_\_  
(As Applicable)

Blanket Purchase Order # BPO \_\_\_\_\_  
(As Applicable)



# City of Hollywood, Florida

## INTER-OFFICE MEMORANDUM

**Date:** 8/6/2018 **File No.:**

**To:** Janice English, Procurement Contracts Officer, Raheem Seecharan, Director Of Information Technology.

**From:** Ricardo Hutchinson, Network Engineer. *R. Hutchinson*

**Subject:** Cisco Smartnet Maintenance annual maintenance 2018.

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### ISSUE:

The Department of Information Technology is requesting authorization, to purchase Smartnet (provided by Cisco) to facilitate maintenance and repairs to switches, routers, servers and software upgrades of the Unified Communications Manager (UC), and other networking devices.

### EXPLANATION:

The City of Hollywood is in the final year of a maintenance agreement which provides advance replacement of servers and gateways which support the Unified Communications system (UC). The equipment acquisition and subsequent maintenance was voted on and adopted by the City commission on ( 7/8/2015) R-2015-223.

The desired Smartnet service will cover advance replacement of equipment covered by the agreement as well as software patches, upgrades and 24 hr. support. Software upgrades are a necessary and integral function in ensuring that devices are equipped with the most up-to-date patches and operating systems which enhances security concerns as well as addressing any vulnerability potential.

In addition, the City standardizes on Cisco equipment for all of its other networking equipment, the City purchased significant equipment on 2/1/2012 with R-2012-029 for which software maintenance is required.

This proposed smartnet agreement allows for the City to combine all of its Cisco maintenance agreements into one agreement and take advantage of optimized pricing with 0% interest over 5 years providing a more cost effective method of maintaining critical network infrastructure for the City.

Quote included UDT, NVP # AR233 - \$553,120.88

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**RECOMMENDATION:**

Approve the purchase of Cisco Smartnet through UDT as the requested service is proprietary. The cost for Cisco Smartnet maintenance service is \$553,120.88 in total, with an annual commitment of \$110,624.18 for five years. It is in the best of the city relative to business continuity and continued security of our UC and core networking infrastructure to purchase the needed services from UDT who is the Cisco authorized Gold Partner.

Funds are available in:

**Cc:**



# STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 2

CONTRACT # AR233

Original Starting Date: June 1, 2014

Expiration Date: May 31, 2019

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

## Cisco Systems, Inc.

(Referred to as CONTRACTOR or CISCO)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: N/A

Effective Date of Amendment: September 15, 2016

Potential Renewal Options Remaining: None.

The contract is amended to add the following:

1. Cisco's SMARTnet and other Technical/Maintenance Services discounts for Government and Educational customers as set forth in Attachment A and shall be reflected on the October 2016 pricelist submission to the State of Utah for approval; and
2. Cisco offers trade-in credits in accordance with the Cisco Technology Migration Program (TMP). A Purchasing Entity may be eligible for trade-in credits for their existing Cisco and competitive networking products when they purchase new Cisco products. Most major products offered by Cisco under the contract are eligible for TMP. If TMP has been applied to a particular order, the Fulfillment Partner will so indicate in the quote to the Purchasing Entity.

All contract discounts, including those as set forth above, are subject to the requirements of Solicitation JP14001.

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Mimi Nguyen-Farr	(408) 527-2627	mimnguye@cisco.com
Sales Contact	Bruce Larson (State of UT only)	(408) 895-3419	brlanson@cisco.com
	Mimi Nguyen-Farr (Rest of Participating States)	(408) 527-2627	mimnguye@cisco.com
Quarterly Report Contact	Gigi Feril	(408) 424-0712	aferil@cisco.com

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

### CONTRACTOR

### STATE OF UTAH

Brian Dulac September 8, 2016  
 Contractor's Signature Date

Kent Beers 9.9.16  
 Kent Beers Director Date  
 State of Utah Division of Purchasing

Cisco Systems, Inc.  
 Contractor's Name (Print)

Brian Dulac  
 Director, Finance

AMENDMENT REVIEWED BY:

[Signature]

### APPROVED BY LEGAL

Title (Print)

Purchasing Agent	Phone #	e-mail	Fax #	Contract #
Spencer Hall	801-538-3307	spencerh@utah.gov	801-538-3882	AR233

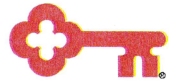
## ATTACHMENT A

<b>Cisco's SMARTnet Maintenance Services</b>	<b>Government Discount %</b>	<b>Education Discount %</b>
One (1) Year Contract	10%	25%
Three (3) Year Prepaid Contract*	17%	28%
Five (5) Year Prepaid Contract*	21%	30%

\*If a three (3) or five (5) year prepaid term is selected, full payment is made upfront at the beginning of the subscription term. The above discounts do not assume or factor in any applicable finance or interest charges for the prepaid terms. It is the responsibility of the customer to determine the mechanism of the funding.

<b>Cisco's Other Technical/Maintenance Services</b>	<b>Discount %</b>
Not Under SMARTnet Program	10%

# INVOICE



Key Government Finance, Inc.  
 1000 S. McCaslin Blvd.  
 Superior CO 80027

<b>Bill to:</b> City of Hollywood Raheem Seecharan 2600 Hollywood Blvd. Hollywood, Florida 33022	Invoice No.	121973-1
	Invoice Date:	August 29, 2018
	Lease No.	1800121973
	Purchase Order No.	
	Contract No.	
	CSA No.	
	ACT No.	
	Reference:	

Qty	Item	Description	Total
1	Lease Payment	Payment due October 24, 2018	\$110,624.18
		Tax	
		Balance Due	\$110,624.18

Please remit funds to:  
 Key Government Finance, Inc.  
 Attn: Tammy Kaler  
 1000 S. McCaslin Blvd.  
 Superior, CO 80027

Contact Phone: (720) 304-1202

REMITTANCE INFORMATION	
Date:	
Amount Due:	
Amount Enclosed:	

- Please remember to:
- 1) Make checks payable to Key Government Finance, Inc.
  - 2) Return a copy of this invoice with your payment.
  - 3) Keep a copy of this invoice for your records.
  - 4) Direct all inquiries to the contact listed above.

Comments:



**LESSEE INVOICE INSTRUCTIONS**

(The information you provide enables us to invoice you correctly.)

City of Hollywood  
Property Schedule No. 3

**BILL TO ADDRESS:**

**BILLING CONTACT:**

First, M.I. and Last Name:

Title:

Phone Number:

Fax Number:

**PURCHASE ORDER NUMBER:**

Invoices require purchase order numbers: YES \_\_\_\_\_ NO \_\_\_\_\_

Purchase Order Number:

**FEDERAL TAX ID NUMBER:**

**EQUIPMENT LOCATION** (If different from Billing Address):

**ADDITIONAL INFORMATION NEEDED ON INVOICE:**

# Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

\_\_\_\_\_ I agree that my lease is subject to sales/use tax.

\_\_\_\_\_ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

\_\_\_\_\_ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

\_\_\_\_\_ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

\_\_\_\_\_ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? \_\_\_\_\_

Additional comments:

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<b>Lessee: City of Hollywood</b>
By:
Name:
Title:

EXHIBIT 6

**Bank Qualification Certificate**

Key Government Finance, Inc.  
1000 South McCaslin Blvd.  
Superior, CO 80027

Re: **Property Schedule No. 3**, dated September 24, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

Bank Qualified Tax-Exempt Obligation

(Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

(Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

**\*\*Note: ONE of the boxes above MUST be checked.**

<b>Lessee: City of Hollywood</b>
By:
Name:
Title:

EXHIBIT 5

**Acceptance Certificate**

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Key Government Finance, Inc.  
1000 South McCaslin Blvd.  
Superior, CO 80027

Re: **Property Schedule No. 3**, dated September 24, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (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) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

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

City of Hollywood  
as Lessee

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

Name: \_\_\_\_\_

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

EXHIBIT 4

**Payment of Proceeds Instructions**

Key Government Finance, Inc.  
1000 South McCaslin Blvd.  
Superior, CO 80027

Re: **Property Schedule No. 3**, dated September 24, 2018 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. ("Lessor") and City of Hollywood ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: United Data Technologies, Inc.

By check \_\_\_\_\_ By wire transfer  X

If by wire transfer, pay to:

Bank Name: Regions Bank
Bank Address:
Bank City, State, Zip: Coral Gables, FL
Bank Phone:
For Account of: United Data Technologies, Inc.
Account No.: 9660221293
ABA No.: 062005690

City of Hollywood

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

Name: \_\_\_\_\_

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

EXHIBIT 3

Lessee's Certificate

Re: Property Schedule No. 3, dated September 24, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

The undersigned attestor, being the duly elected, qualified and acting \_\_\_\_\_ of City of Hollywood ("Lessee") does hereby certify, as of September 24, 2018, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held on \_\_\_\_\_, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

Table with 3 columns: NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.), TITLE OF EXECUTING OFFICIAL, SIGNATURE OF EXECUTING OFFICIAL. Includes a row for 'AndOr'.

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. 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 or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

Attestation box containing: City of Hollywood, Attest By: \_\_\_\_\_, Title: \_\_\_\_\_, and the instruction: SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

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

**DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE’S COUNSEL**

Dated: \_\_\_\_\_

**Lessee's Counsel's Opinion**

**[To be provided on letterhead of Lessee's counsel.]**

[Address to Lessor and Lessee]

RE: **Property Schedule No. 3**, dated September 24, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

Ladies and Gentlemen:

We have acted as special counsel to City of Hollywood ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of February 27, 2012 (the "Master Agreement"), between City of Hollywood, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 3 (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of September 24, 2018 by and among Lessee, Lessor and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

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) the police power.
2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the accounts opened pursuant to the Escrow Agreement.
3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.
7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the



EXHIBIT A

Property Description

Equipment as described in United Data Technologies Quote Revision 5 for City of Hollywood, dated August 2, 2018 (inserted below), referred to and incorporated herein by this reference.

Customer: CITY OF HOLLYWOOD		Date: 8/2/2018
Attn:		Quote Revision 5
Phone:		5 year option
E-mail:		Quote Valid Till: 8/1/2018

\*\*\*\*\* Summary Information \*\*\*\*\*

SERVICE ORDERING SKU TOTAL QUANTITY

CON-SNT-SMS-1	30659
CON-SNT-SMS-1000	44
CON-SW-SMS-1	9900
CON-SW-SMS-1000	66
CON-ECMU-SMS-1	21356
CON-ECMU-SMS-1000	484
CON-SNTP-SMS-1	13394
CON-SNTP-SMS-1000	83
CON-ISV1-SMS-1	6094
AC-APX-SMS-1	4065

EXHIBIT 1

**Property Description and Payment Schedule**

Re: **Property Schedule No. 3**, dated September 24, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 2600 Hollywood Blvd.  
Hollywood, Florida 33022

USE: Cisco Smartnet - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the 24th day of each annual period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: **\$553,120.88**.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc., in the amount of \$53,357.70. This payment will be made by Cisco to Lessor. Lessee is responsible for any and all taxes associated with this initial payment.

Payment No.	Due Date	Payment by Cisco	Rental Payment	Principal	Interest	Principal Balance
1	9/24/2018	\$53,357.70	\$0.00	\$53,357.70	\$0.00	\$499,763.18
2	10/24/2018		\$110,624.18	\$108,542.25	\$2,081.93	\$391,220.94
3	10/24/2019		\$110,624.18	\$90,612.67	\$20,011.51	\$300,608.27
4	10/24/2020		\$110,624.18	\$95,247.63	\$15,376.54	\$205,360.64
5	10/24/2021		\$110,624.18	\$100,119.69	\$10,504.49	\$105,240.95
6	10/24/2022		\$110,624.18	\$105,240.95	\$5,383.23	\$0.00

<b>Lessee: City of Hollywood</b>
By:
Name:
Title:

# Property Schedule No. 3

## Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 3** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of February 27, 2012, between Key Government Finance, Inc., and City of Hollywood.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is September 24, 2018.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, and so long as no Event of Default has occurred and is continuing, Lessee may prepay, in whole but not in part, the principal outstanding hereunder together with all accrued and unpaid Interest thereon, plus a prepayment premium equal to 3% of the outstanding principal.
9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by September 30, 2018.
11. Effective Interest Rate. 4.999%.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: Key Government Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Hollywood</b>
By:
Name:
Title:

Attest By:
Name:
Title:

## DOCUMENTATION CHECKLIST

- Property Schedule 3\***
- Property Description and Payment Schedule** – Exhibit 1
- Lessee's Counsel's Opinion** – Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- Lessee's Certificate** – Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- Payment of Proceeds Instructions** – Exhibit 4. This is the Vendor payment information.
- Acceptance Certificate** – Exhibit 5. *The date of Acceptance will need to be filled in* with the date the equipment is installed and accepted.
- Bank Qualification Certificate** – Exhibit 6. One of the two boxes *must* be checked off.
- Notification of Tax Treatment** – Please provide your State of Sales/Use Tax Exemption Certificate
- Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- Invoice for 1st Payment**
- Software and Services Addendum**
- Completed Financing Application**
- IRS Form 8038-G**  
The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding

\*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.



Key Government Finance, Inc.  
1000 South McCaslin Boulevard  
Superior, CO 80027-9456  
Email: tamura.m.kaler@key.com

August 29, 2018

Raheem Seecharan  
City of Hollywood  
2600 Hollywood Blvd.  
Hollywood, Florida 33020

Re: Key Government Finance, Inc.  
Property Schedule No. 3

Dear Mr. Seecharan:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please **print out two (2) sets.**) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

**KEY GOVERNMENT FINANCE, INC. ATTN: Tammy Kaler**  
**1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027**

**Only the person with Signing Authority, listed on the Lessee's Certificate, should execute the documents. For verification of original documents, please execute in blue ink.** Upon closing, Key Government Finance will return a fully executed original set for your files.

***Please Note: All fully executed documents must be returned no later than September 30, 2018; otherwise, the transaction is subject to re-pricing.***

Executed documents required for funding are:

1. Property Schedule No. 3
2. Property Description and Payment Schedule (Exhibit 1)
3. Lessee's Counsel's Opinion (Exhibit 2)
4. Lessee's Certificate (Exhibit 3)
5. Payment of Proceeds Instructions (Exhibit 4)
6. Acceptance Certificate (Exhibit 5)
7. Bank Qualification Certificate (Exhibit 6)
8. Notification of Tax Treatment with Tax Exemption Certificate or Letter – **Required for annual state tax audits.**
9. Invoicing Instructions – **Required in order to ensure that invoices are directed to the proper area in your organization.**
10. Software and Services Addendum
11. Completed Financing Application
12. IRS Form 8038-G

Please contact either Kevin Law at (720) 304-1186 or me at (720) 304-1202 with any questions.

Sincerely,

***Tammy Kaler***  
Account Manager

**SOFTWARE AND SERVICES ADDENDUM**  
**To**  
**Master Tax-Exempt Lease/Purchase Agreement**  
**Dated February 27, 2012**

**THIS SOFTWARE AND SERVICES ADDENDUM** ("Addendum"), dated as of **September 24, 2018**, constitutes an addendum to that certain **Master Tax-Exempt Lease/Purchase Agreement** dated as of **February 27, 2012** between **KEY GOVERNMENT FINANCE, INC.**, as Lessor, and **CITY OF HOLLYWOOD**, as Lessee (the "Lease").

Unless otherwise specified herein, all capitalized terms shall have the meanings ascribed thereto in the Lease.

Lessor and Lessee hereby agree, with respect to the Lease, that:

1. To the extent that the property subject to the Lease and described in Exhibit A to the Lease consists of (a) software licenses (the "Software") granted by a Vendor pursuant to a separate licensing agreement between such Vendor and Lessee or (b) services relating to the transportation, delivery, installation, maintenance or operation of the Equipment or Software (the "Services") provided by the Vendor, the following provisions shall apply.

Lessee acknowledges that the Software subject to the Lease has been delivered, installed and made available for use and has been or, as applicable, shall be, shipped directly from the Vendor to Lessee.

Lessee acknowledges that Lessor has no rights in or to any Software, and no title or ownership interest in Software shall be transferred to Lessee pursuant to the Lease, whether or not Lessor finances the fees therefor, and notwithstanding Lessee's exercise of any purchase or renewal options under the Lease. Lessor has no obligation with respect to Software or Services, whether or not Lessor finances the fees therefor.

To the extent that the Lease includes any Software or Services, the Rental Payments specified in the Lease include amounts to cover payment of the related fees.

2. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty and property damage insurance to be carried and maintained with respect to the property for which the Software and/or Services are being provided (the "Maintained Property"), sufficient to protect the full replacement value of such Maintained Property. Lessee shall furnish to Lessor, upon Lessor's request, certificates of insurance or a letter of self-insurance evidencing such coverage throughout the Term.

3. This Addendum shall become effective when Lessor and Lessee shall have received counterparts of this Addendum as executed by Lessor and Lessee, and facsimile copies are valid as originals, but together constitute one and the same instrument;

4. Except as modified hereby, all of the terms, covenants and conditions of the Lease shall remain in full force and effect, and are in all respects hereby ratified and affirmed. As modified hereby, all terms and provisions in the Lease that relate to Equipment shall apply as well to the Software and Services, as if fully set forth in the Lease.

LESSOR:

**KEY GOVERNMENT FINANCE INC.**

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

LESSEE:

**CITY OF HOLLYWOOD**

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

**AMENDMENT NO. 1  
PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19  
Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Cisco Systems, Inc.  
Master Agreement No: AR233  
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]  
(hereinafter "Participating State/Entity")

This Amendment No. 1 ("Amendment") is effective as of the last date signed below and is approved in accordance with applicable law.

The parties hereto agree to amend the Participating Addendum as follows:

**1. Section 3. B., Changes and Additions to the Contract, Subsection 1, is hereby revised as follows:**

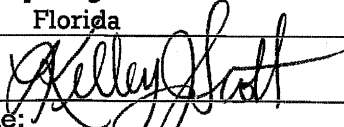

1. Upon execution of this Alternate Contract Source (ACS) agreement, the Department of Management Services (Department) and all Eligible Users may purchase products and services under the WSCA-NASPO Master Agreement AR233 for Data Communications Equipment & Services, Exhibit A.

**2. Section 3. E., Event of Dispute, Subsection 4, is hereby revised as follows:**

4. Exhibit A, State of Utah WSCA-NASPO Master Agreement AR233, Data Communications Equipment & Services

Except as expressly amended above, all other terms and conditions of the Participating Addendum remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

Participating State: Florida	Contractor: Cisco Systems, Inc.
By: 	By: 
Name: Kelley Scott	Name: Brian Fukuhara
Title: Director of State Purchasing and Chief Procurement Officer	Title: Vice President Finance
Date: 10/21/14	Date: OCT 07 2014

**APPROVED BY LEGAL**