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FLAUDAERDALE  
CITY ATTORNEY'S OFFICE

August 14, 2017

Mr. Lee Feldman  
City of Fort Lauderdale  
100 N. Andrews Ave  
Fort Lauderdale FL 33301

Dear Mr. Feldman:

Enclosed for your review please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24171 are valid for contracts that are executed and returned to Motorola on or before **August 27, 2017**. After **8/27/17**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

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

Motorola Solutions Credit Company LLC  
Attn: Bill Stancik / 44th Floor  
500 W. Monroe St.  
Chicago IL 60661

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

Thank You,

Motorola Solutions Credit Company LLC  
Bill Stancik



## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24171

**LESSEE:**

**CITY OF FORT LAUDERDALE**  
100 N. Andrews Ave  
Fort Lauderdale FL 33301

**LESSOR:**

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

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("*Equipment*") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("*Lease*").

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

2. *Rent.* Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than forty-five (45) days from the due date will bear interest in accordance with the Florida Local Government Prompt Payment Act. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee's staff will request funding each year as a part of Lessee's budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

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

3. *Delivery and Acceptance.* Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("*Equipment Location*") as contemplated under the Contract. Lessee's project manager will accept the Equipment on the behalf of the Lessee, as soon as it has been delivered and is operational. Lessee's project manager will evidence acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor, subject to Lessee's approval.

4. *Representations and Warranties.* Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to Sales Agreement (the "*Contract*") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("*Assignee*"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION SUFFERED BY LESSEE.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. *Non-Appropriation of Funds.* Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. *Lessee Certification.* Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time ( the "*Code*"); (iii) the execution, delivery and performance by the Lessee of this Lease

have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own the Equipment. The Lessee or entities outlined in Section 15. (ii) will be the only entities to use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect and (ii) it has complied with public bidding requirements, if any, where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

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

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

8. *Use; Repairs.* Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its

expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. *Alterations.* Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. *Location; Inspection.* The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location during reasonable business hours to inspect the Equipment or observe its use and operation.

11. *Liens and Taxes.* Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income and excluding any and all taxes from which Lessee is immune or exempt. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any such charges or taxes, Lessee shall reimburse Lessor therefor within forty-five days of Lessee's receipt of written demand.

12. *Risk of Loss: Damage; Destruction.* Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at its option will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

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

13. *Insurance.* Lessee may self-insure against property and liability risks. Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. *Indemnification.* Intentionally omitted.

15. *Assignment.* Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees or other state and local governmental entities in their official capacity as public safety providers. In the event that any item of Equipment is used by non-state and local government entities, such use of Equipment shall not exceed one percent (1%) of the total value of the Equipment. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

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

Any Assignee of Lessor may reassign this Lease and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

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

17. *Remedies.* Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following

remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and the prevailing party in litigation may recover from the non-prevailing party all legal fees and other costs and expenses, including court costs, incurred by the prevailing party with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

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

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

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

18. *Termination.* *Provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will be released from all of Lessee's obligations under this Lease upon the payment to Lessor, on such date, of the Lease Payment then due together with the Balance



Payment amount set forth opposite such date, whereupon this Lease shall terminate. Lessor shall relinquish all of Lessor's rights and remedies under this Lease, and all right, title, and interest in the Equipment will continue to be vested in Lessee.

19. *Notices.* All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to receipt date as verified by the United States Postal Service.

20. *Section Headings.* All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. *Governing Law.* This Lease shall be construed in accordance with, and governed by the laws of, the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

22. *Delivery of Related Documents.* Lessee will provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. *Scrutinized Companies.*

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), Lessor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

24. *Public Records.* IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, EMAIL:

PRRCONTRACT@FORTLAUDERDALE.GOV, ADDRESS: CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Notwithstanding any other provision contained in this Lease, Lessor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Lessee in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease Term and following completion of this Lease if the Lessor does not transfer the records to the Lessee.
- (d) Upon completion of the Lease, transfer, at no cost, to the Lessee all public records in possession of the Lessor or keep and maintain public records required by the Lessee to perform the service. If the Lessor transfers all public records to the Lessee upon completion of this Lease, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessor keeps and maintains public records upon completion of this Lease, the Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's custodian of public records, in a format that is compatible with the information technology systems of the Lessee.

25. *Entire Agreement; Waiver.* This Lease, together with the Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance or Statement of Self-Insurance Statement of Essential Use/Source of Funds Certificate of Incumbency, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 28<sup>th</sup> day of August, 2017.

LESSEE: CITY OF FORT LAUDERDALE:

[Signature]  
John P. "Jack" Seiler, Mayor

WITNESSES:  
[Signature]  
Print Name: Safesa Ali

[Signature]  
Print Name: FERRY ARTHURS

ATTEST: [Signature]

Jeffrey A. Modarelli, City Clerk

By: [Signature]  
Lee Feldman, City Manager

Approved as to form:

[Signature]  
Asst. City Attorney Gustavo Ceballos

LESSOR:

MOTOROLA SOLUTIONS, INC.:

By: [Signature]  
Uygar Gazioglu  
Assistant Treasurer

ATTEST:

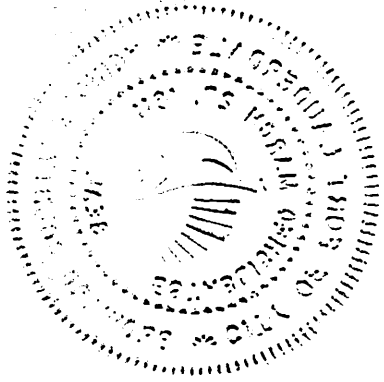
[Signature]

Name: Catherine Brennan

Title: Assistant Secretary

(Corporate Seal)





**CERTIFICATE OF INCUMBENCY**

I, Jeffrey A. Modarelli do hereby certify that I am the duly appointed  
(Printed Name of City Clerk)

and acting Clerk of the City of Fort Lauderdale , that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24171**, between City of Fort Lauderdale and Motorola Solutions, Inc..

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of **CITY OF FORT LAUDERDALE**, hereto this 28<sup>TH</sup> day of August, 2017.

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

(Signature of City Clerk)

SEAL





**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    24171  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24171** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and City of Fort Lauderdale ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

| <b>QUANTITY</b>            | <b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b> |
|----------------------------|---|
|                            | Refer to attached Equipment List.                         |
|                            |   |
|                            |   |
|                            |   |
| <b>Equipment Location:</b> |   |

**Initial Term: 84 Months**

**Commencement Date: 9/1/2017**

**First Payment Due Date: 9/1/2018**

**7 Annual Payments of \$1,004,238.17** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

## FORT LAUDERDALE EQUIPMENT SUMMARY OF ATTACHMENT A EQUIPMENT LIST

### Police Department

722 APX 6000 MODEL 3.5 PORTABLE RADIOS  
26 APX 1000 MODEL 1.5 PORTABLE RADIOS  
64 APX 6500 MOBILE RADIOS  
3 APX 8500 MOBILE RADIOS  
750 DUAL UNIT CHARGERS  
300 CHARGER INSERT ADAPTER KITS  
20 BLUETOOTH REMOTE SPEAKER MICS  
750 XP REMOTE SPEAKER MICS  
700 SPARE BATTERIES  
100 TRAVEL CHARGERS  
800 CARRY CASES  
26 SINGLE UNIT CHARGERS  
815 RADIO MANAGEMENT LICENCES

### FIRE DEPARTMENT

350 APX 6000XE MODEL 3.5 PORTABLE RADIOS  
70 APX 6500 MOBILE RADIOS  
80 SINGLE UNIT CHARGERS  
300 CHARGER INSERT ADAPTER KITS  
370 XE500 REMOTE SPEAKER MICS  
30 BLUETOOTH REMOTE SPEAKER MICS  
270 SPARE BATTERIES  
340 CARRY CASES  
420 RADIO MANAGEMENT LICENCES

### CONSOLETTES

19 APX 7500 CONSOLETTES  
19 RADIO MANAGEMENT LICENSES



## City of Fort Lauderdale (Schedule B lease 24171)

Compound Period: Annual

Nominal Annual Rate: 2.470%

### CASH FLOW DATA

| Event     | Date     | Amount          | Number | Period | End Date |
|-----------|----------|-----------------|--------|--------|----------|
| 1 Loan    | 9/1/2017 | \$ 6,383,587.44 | 1      |        |          |
| 2 Payment | 9/1/2018 | \$ 1,004,238.17 | 7      | Annual | 9/1/2024 |

### AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

| Date          | Payment         | Interest      | Principal       | Balance         |
|---------------|-----------------|---------------|-----------------|-----------------|
| Loan 9/1/2017 |                 |               |                 | \$ 6,383,587.44 |
| 1 9/1/2018    | \$ 1,004,238.17 | \$ 157,674.61 | \$ 846,563.56   | \$ 5,537,023.88 |
| 2 9/1/2019    | \$ 1,004,238.17 | \$ 136,764.49 | \$ 867,473.68   | \$ 4,669,550.20 |
| 3 9/1/2020    | \$ 1,004,238.17 | \$ 115,337.89 | \$ 888,900.28   | \$ 3,780,649.92 |
| 4 9/1/2021    | \$ 1,004,238.17 | \$ 93,382.05  | \$ 910,856.12   | \$ 2,869,793.80 |
| 5 9/1/2022    | \$ 1,004,238.17 | \$ 70,883.91  | \$ 933,354.26   | \$ 1,936,439.54 |
| 6 9/1/2023    | \$ 1,004,238.17 | \$ 47,830.06  | \$ 956,408.11   | \$ 980,031.43   |
| 7 9/1/2024    | \$ 1,004,238.17 | \$ 24,206.74  | \$ 980,031.43   | \$ -            |
| Grand Totals  | \$ 7,029,667.19 | \$ 646,079.75 | \$ 6,383,587.44 |                 |

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

As is relates to CITY OF FORT LAUDERDALE LEASE No. 24171

1. What is the specific use of the equipment?

Specific use is to provide mission-critical two-way communication for the City of Fort Lauderdale

2. Why is the equipment essential to the operation of **CITY OF FORT LAUDERDALE**?

The equipment is essential to provide mission-critical voice communications for the City's Public Safety entities.

3. Does the equipment replace existing equipment? If so, why is the replacement being made?

Yes, the equipment is being replaced due to serviceability, lack of parts, and component to maintain operational use.

4. Is there a specific cost justification for the new equipment? If yes, please attach outline of justification.

No.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General revenue from taxes.

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: \_\_\_\_\_, 2017

Equipment Lease Purchase Agreement No.: 24171                      Lease Schedule A No. : 24171

## EQUIPMENT INFORMATION

| QUANTITY | MODEL NUMBER | EQUIPMENT DESCRIPTION  |
|----------|--------------|--|
|          |              | Equipment referenced in lease Schedule A# 24171. See Schedule A for a detailed Equipment List. |
|          |              |  |
|          |              |  |
|          |              |  |
|          |              |  |
|          |              |  |
|          |              |  |
|          |              |  |

LESSEE PROJECT MANAGER:

**CITY OF FORT LAUDERDALE**

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

Title: Project Manager

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

## Statement of Self-Insurance

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

RE: Self-Insurance for a Schedule Number **24171** to that certain Equipment Lease Purchase Agreement Number **24171** dated the \_\_\_day of \_\_\_\_\_, 2017, by and between **CITY OF FORT LAUDERDALE** as Lessee and Motorola Solutions, Inc., as Lessor.

Equipment Description: See

attached equipment list Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the Equipment, and as a further inducement to you to allow the undersigned to self-insure, the Lessor agrees as follows:

1. To be fully and financially responsible for any and all partial or total loss of the Equipment;
2. To notify you in writing, immediately upon any loss of, or damage to, the Equipment;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the Equipment;
4. To repair or replace said Equipment, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the Equipment;
6. In the event that said Equipment cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable equipment, to immediately pay such portion of the obligation as may be attributable to the Equipment destroyed or damaged beyond repair;

7. To provide annual accountant prepared financial statements.
8. To the limited extent provided by Florida law, to be financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment.
9. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

|   |            |  |  |
|---|------------|--|--|
| <b>Part I Reporting Authority</b>   |            | If Amended Return, check here <input type="checkbox"/>         |  |
| 1 Issuer's name<br><b>City of Fort Lauderdale</b>   |            | 2 Issuer's employer identification number (EIN)                |  |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)                |            | 3b Telephone number of other person shown on 3a                |  |
| 4 Number and street (or P.O. box if mail is not delivered to street address)<br><b>100 N. Andrews Ave</b>                   | Room/suite | 5 Report number (For IRS Use Only)<br><b>3</b>                 |  |
| 6 City, town, or post office, state, and ZIP code<br><b>Fort Lauderdale FL 33301</b>  |            | 7 Date of issue<br><b>9/1/2017</b>                             |  |
| 8 Name of issue<br><b>Equipment Lease-Purchase Agreement 24171</b>  |            | 9 CUSIP number   |  |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) |            | 10b Telephone number of officer or other employee shown on 10a |  |

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

|   |    |                          |
|---|----|--------------------------|
| 11 Education  | 11 |                          |
| 12 Health and hospital  | 12 |                          |
| 13 Transportation   | 13 |                          |
| 14 Public safety  | 14 | 6,383,587.44             |
| 15 Environment (including sewage bonds)                                     | 15 |                          |
| 16 Housing  | 16 |                          |
| 17 Utilities  | 17 |                          |
| 18 Other. Describe ►  | 18 |                          |
| 19 If obligations are TANs or RANs, check only box 19a                      |    | <input type="checkbox"/> |
| If obligations are BANs, check only box 19b                                 |    | <input type="checkbox"/> |
| 20 If obligations are in the form of a lease or installment sale, check box |    | <input type="checkbox"/> |

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

|    | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
|----|-------------------------|-----------------|---|-------------------------------|-----------|
| 21 | 9/1/2024                | \$ 6,383,587.44 | \$ 6,383,587.44                         | 7 years                       | 2.47 %    |

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

|   |    |              |
|---|----|--------------|
| 22 Proceeds used for accrued interest   | 22 |              |
| 23 Issue price of entire issue (enter amount from line 21, column (b))                      | 23 | 6,383,587.44 |
| 24 Proceeds used for bond issuance costs (including underwriters' discount)                 | 24 |              |
| 25 Proceeds used for credit enhancement   | 25 |              |
| 26 Proceeds allocated to reasonably required reserve or replacement fund                    | 26 |              |
| 27 Proceeds used to currently refund prior issues   | 27 |              |
| 28 Proceeds used to advance refund prior issues   | 28 |              |
| 29 Total (add lines 24 through 28)  | 29 |              |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 |              |

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

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

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

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

**Part VI Miscellaneous**

|   |            |  |  |
|---|------------|--|--|
| <b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .   | <b>35</b>  |  |  |
| <b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .   | <b>36a</b> |  |  |
| <b>b</b> Enter the final maturity date of the GIC ▶ _____   |            |  |  |
| <b>c</b> Enter the name of the GIC provider ▶ _____   |            |  |  |
| <b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .   | <b>37</b>  |  |  |
| <b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:  |            |  |  |
| <b>b</b> Enter the date of the master pool obligation ▶ _____   |            |  |  |
| <b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____  |            |  |  |
| <b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____   |            |  |  |
| <b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/>  |            |  |  |
| <b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>  |            |  |  |
| <b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:   |            |  |  |
| <b>b</b> Name of hedge provider ▶ _____   |            |  |  |
| <b>c</b> Type of hedge ▶ _____  |            |  |  |
| <b>d</b> Term of hedge ▶ _____  |            |  |  |
| <b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>   |            |  |  |
| <b>43</b> 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 . . . . . ▶ <input type="checkbox"/> |            |  |  |
| <b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>   |            |  |  |
| <b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____  |            |  |  |
| <b>b</b> Enter the date the official intent was adopted ▶ _____   |            |  |  |

|                               |   |                      |                 |   |
|-------------------------------|---|----------------------|-----------------|---|
| <b>Signature and Consent</b>  | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |                      |                 |   |
|                               | ▶ _____<br>Signature of issuer's authorized representative  |                      | ▶ _____<br>Date |   |
|                               | ▶ _____<br>Type or print name and title   |                      |                 |   |
| <b>Paid Preparer Use Only</b> | Print/Type preparer's name  | Preparer's signature | Date            | Check <input type="checkbox"/> if self-employed |
|                               | Firm's name ▶   | Firm's EIN ▶         |                 | PTIN  |
|                               | Firm's address ▶  | Phone no.            |                 |   |



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

P3L  
8/31/17

Today's Date: 8/24/17

DOCUMENT TITLE: Equipment Lease – Purchase Agreement

COMM. MTG. DATE: 8/22/17 CAM #: 17-0868 ITEM #: PUR-5 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 3 Approved as to Form:  YES  NO

Date to CCO: 8/28/17 GC  
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 8/28/17

4) City Manager's Office: CMO LOG #: Aug-91 Date received from CCO: 8/28/17

Assigned to: L. FELDMAN  S. HAWTHORNE  C. LAGERBLOOM   
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE  N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date)  PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 3 originals to  Mayor  CCO Date: 8/29/2017

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains 1 original and forwards 2 original(s) to: Linda Blanco / Finance/ Ext. 5141 (Name/Dept/Ext)

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to CAO

**\*\*please email an executed copy to Shaniece Louis\*\***