

# LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

- 1 Complete **Billing** Address CITY OF LITTLETON  
2255 W. Berry Avenue  
Littleton, CO 80120
- Attention: Accounts Payable
- Phone: (303) 795-3765
- 2 Lessee County Location: Arapahoe County, Jefferson County, Douglas County
- 3 Federal Tax I.D. Number 84-6000688
- 4 Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department:
- 5 Equipment description that you would like to appear on your invoicing: Radios

## Appropriate Contact for Documentation / System Acceptance Follow-up:

- 6 Appropriate Contact & Mailing Address Wendy Heffner, City Clerk  
2255 W. Berry Ave.  
Littleton, CO 80120
- Phone: (303) 795-3753
- Fax:
- 7 Payment remit to address: **Motorola Credit Corp.**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you

ELPAshort 01.01.13

## EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 23821**

**LESSEE:**

**CITY OF LITTLETON**  
2255 W. BERRY AVE  
LITTLETON, CO 80120

**LESSOR:**

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

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

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on 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), in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. 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.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH

LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

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

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

**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 execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessor and (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will remain with Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

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

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

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

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

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

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

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

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

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or

reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

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

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

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

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

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

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

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

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

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

25. Notwithstanding any statements in the Lease and related attachments to the contrary, Lessor acknowledges and accepts that all of the Lease Payment is taxable for federal tax purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 17<sup>th</sup> day of December 2015.

**LESSEE:**

**CITY OF LITTLETON**

By: Bruce O. Becken

Title: Mayor

**LESSOR:**

**MOTOROLA SOLUTIONS, INC.**

By: David Klief

Title: AUTHORIZED SIGNATORY

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement #28321 dated December 17, 2015 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

[Signature]

Attorney for **CITY OF LITTLETON**

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    23821**  
**Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23821** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and City of Littleton("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: 96 Months**

**Commencement Date: 1/1/2016**

**First Payment Due Date: 1/1/2017**

**8 Annual Payments of \$255,902.13** 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.



# MOTOROLA SOLUTIONS

Date: 16-Dec-15

Quote #: LC0122015

Phone: 720-441-9545

Prepared By: Lisa Mansueti

Prepared For: Kim Ferber

Agency: City of Littleton

Phone: (303) 795-3849

Email:

Bill To Address: City of Littleton

2225 West Berry

Littleton, CO 80120

Ship to Address: Wireless Advanced Communication

3901 West Service Road

Evans, CO 80620

## SUMMARY OF PRICING

Qty.	Line Item	Model	Description	List Price	WSCA Price	Discounted Price	Extended Price
	Police		(65) Mobiles, (4) Motorcycle, (134) Portables, Accessories and Programming				\$ 920,943.26
	Fire		(60) Mobiles, (12) Base Stations, (92) Portable, Accessories and Programming				\$ 827,362.63
	Public Works		(40) Mobiles, (70) Portables, Accessories and Programming				\$ 298,911.20
							\$ 2,047,217.09

## Equipment Details and Pricing

### Police Details

Qty.	Line Item	Model	Description	List Price	WSCA Price	Discounted Price	Extended Price
65	1	M25URSS9PW1AN	APX6500 7.800 MHZ MID POWER MOBILE to include Remote Mount, 05 Control Head, Palm Mic, Auxiliary Speaker, Multi-Key, TDMA and Standard Warranty.	\$ 5,850.00	\$ 4,387.50	\$ 4,095.00	\$ 266,175.00
4	2	M30URSS9PW1AN	Motorcycle Radio: 7.800 SINGLE BAND APX7500 to include Remote Mount with 05 Control Head, Weatherproof Housing, Auxiliary Speaker, Multi-Key, Palm Mic, TDMA and Standard Warranty.	\$ 7,235.00	\$ 5,426.25	\$ 5,064.50	\$ 20,258.00
134	3	H98LCT9PW6AN	APX6000 700/800 MODEL 2.5 Portable to include TDMA, Multi-Key, Stubby Antenna, Extended Battery, and Standard Warranty.	\$ 5,587.00	\$ 4,130.25	\$ 3,910.90	\$ 524,060.60
35	4	WPLN7080A	Single Unit Charger (APX6000)	\$ 125.00	\$ 100.00		\$ 3,500.00
25	5	NNTN7074B	Multi-unit Charger with 6 display (APX6000)	\$ 1,350.00	\$ 1,080.00		\$ 27,000.00
250	6	NNTN7038B	Extended Battery, 3100 mAh (APX6000)	\$ 142.00	\$ 113.60		\$ 28,400.00
150	7	PMMAN469A	Speaker Mic with audio jack	\$ 110.00	\$ 88.00		\$ 13,200.00
150	8	RLN4941A	Receive Only Earpiece	\$ 58.00	\$ 43.50		\$ 6,525.00
19	9	PMLN6095	Audio Accessory - In-line PTT Adapter	\$ 284.11	\$ 227.29		\$ 4,318.51
25	10	RLN5434	APX Travel Charger (Plugs into the cigarette lighter)	\$ 101.00	\$ 75.75		\$ 1,893.75
19	11	RMN5135	3M Pelor Tactical Pro 2-way communication, behind the neck	\$ 349.50	\$ 279.60		\$ 5,312.40
203	11	SYC003SYC0115D	Subscriber Programming	\$ 100.00	\$ 100.00		\$ 20,300.00
<b>Police Sub-Total:</b>							<b>\$ 920,943.26</b>





# MOTOROLA SOLUTIONS

Date: 16-Dec-15

Quote #: LC0122015

## Fire Details

Qty.	Line Item	Model	Description	List Price	W.S.C.A. Price	Discounted Price	Extended Price
60	1	M25LR9PW1AN	APX4500 7.800 MHZ MID POWER MOBILE to include Remote Mount with 05 Control Head, Palm Mic, Auxillary Speaker, OTAP and Standard Warranty.	\$ 5,216.00	\$ 3,923.50	\$ 3,651.20	\$ 219,072.00
12	2	M22LR99PW1AN	APX4500 Mobile in a Tray to include: Control Station, 07 Control Head, OTAP, Auxillary Speaker, Mic, and Standard Warranty.	\$ 4,096.00	\$ 3,072.00	\$ 2,867.20	\$ 34,406.40
80	4	H98LCP9PW6AN	APX6000 700/800 MODEL 2.5 Portable - GREEN to include OTAP, Rugged, 2900 MAH Battery and Standard Warranty.	\$ 5,648.00	\$ 4,221.00	\$ 3,953.60	\$ 316,288.00
14	4	H98LCP9PW6AN	APX6000 700/800 MODEL 2.5 Portable - YELLOW to include OTAP, Rugged, 2900 MAH Battery and Standard Warranty.	\$ 5,648.00	\$ 4,221.00	\$ 3,953.60	\$ 55,350.40
16	5	H98LCP9PW6AN	APX6000 700/800 MODEL 2.5 Portable - BLACK to include OTAP, Rugged, 2900 MAH Battery and Standard Warranty.	\$ 5,623.00	\$ 4,202.25	\$ 3,936.10	\$ 62,977.60
30	6	WPLN7080A	Single Unit Charger (APX6000)	\$ 125.00	\$ 100.00	\$	\$ 2,880.00
20	7	NNTN7073B	Multi-unit Charger with 6 display (APX6000)	\$ 1,350.00	\$ 1,080.00	\$	\$ 21,600.00
310	8	NNTN7038B	Standard Battery 2800 mAh (APX6000)	\$ 142.00	\$ 113.60	\$	\$ 35,216.00
107	9	NNTN8575A	XE RSM with High Temperature Cable - Green	\$ 480.00	\$ 360.00	\$	\$ 38,520.00
18	10	NNTN8575ABLK	XE RSM with High Temperature Cable - Yellow	\$ 480.00	\$ 360.00	\$	\$ 6,480.00
25	11	NNTN8575AYELW	XE RSM with High Temperature Cable - Black	\$ 480.00	\$ 360.00	\$	\$ 9,000.00
7	12	PMLN609S	Audio Accessory - In-line PTI Adapter	\$ 284.11	\$ 227.29	\$	\$ 1,591.03
7	13	RMNN5135	3M Pelton Tactical Pro 2-way communication, behind the neck	\$ 349.50	\$ 279.60	\$	\$ 1,957.20
7	14	PMLN6765	Hazmat VOX/PTI Interface	\$ 389.00	\$ 291.75	\$	\$ 2,042.25
7	15	PMLN6829	Hazmat Ear Microphone	\$ 325.00	\$ 243.75	\$	\$ 1,706.25
7	16	PMLN6767	Hazmat PTI Body Switch	\$ 182.00	\$ 136.50	\$	\$ 955.50
182	14	SYC03SYCC115D	Subscriber Programming	\$ 100.00	\$ 100.00	\$	\$ 18,200.00
<b>Fire Sub-Total:</b>							<b>\$ 827,362.63</b>



# MOTOROLA SOLUTIONS

Date: 16-Dec-15

Quote #: LC0122015

Qty	Line Item	Model	Description	List Price	MSCA Price	Discounted Price	Extended Price
40	1	M22URSPW1AN	APX4500 7/800 MHZ MODEL 1.5 PORTABLE to include Dash Mount with 02 Control Head, Palm Mic, Auxillary Speaker, and Standard Warranty	\$ 3,711.00	\$ 2,783.25	\$ 2,597.70	\$ 103,908.00
70	2	H81UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 Portable to include Two-Knob Configuration and Standard Warranty	\$ 3,323.00	\$ 2,494.50	\$ 2,326.10	\$ 162,827.00
70	3	WPLN4232	Single Unit Charger (APX4000)	\$ 63.00	\$ 51.40	\$	\$ 3,598.00
1	4	WPLN4212	Multi-unit Charger with 1 display (APX4000)	\$ 495.00	\$ 356.00	\$	\$ 356.00
1	5	WPLN4219	Multi-unit Charger with 6 display (APX4000)	\$ 650.00	\$ 515.00	\$	\$ 515.00
1	6	NNTN8128	Standard Battery 1900 mAh (APX4000)	\$ 102.00	\$ 81.60	\$	\$ 81.60
1	7	NNTN8129	Extended Battery 2300 mAh (APX4000)	\$ 132.00	\$ 105.60	\$	\$ 105.60
70	8	NTN2570C	Bluetooth Assembly	\$ 295.00	\$ 236.00	\$	\$ 16,520.00
110	9	SVC03SVC0115D	Subscriber Programming	\$ 100.00	\$ 100.00	\$	\$ 11,000.00
<b>Public Works Sub-Total:</b>							<b>\$ 298,911.20</b>

### THIS QUOTE IS BASED ON THE FOLLOWING.

This purchase is placed against a State of Colorado Price Agreement (SPA) 72536YYV15MMWSCA e. The terms and conditions and special provisions (T's and C's) contained in the quotes are exclusive of all installation.

## City of Littleton (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

### CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/1/2016	\$ 2,047,217.00	1		
2 Payment	1/1/2017	\$ 255,902.13	8	Annual	1/1/2024

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

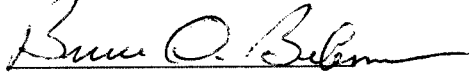
	Date	Payment	Interest	Principal	Balance
Loan	1/1/2016				\$ 2,047,217.00
1	1/1/2017	\$ 255,902.13	\$ -	\$ 255,902.13	\$ 1,791,314.87
2	1/1/2018	\$ 255,902.13	\$ -	\$ 255,902.13	\$ 1,535,412.74
3	1/1/2019	\$ 255,902.13	\$ -	\$ 255,902.13	\$ 1,279,510.61
4	1/1/2020	\$ 255,902.13	\$ -	\$ 255,902.13	\$ 1,023,608.48
5	1/1/2021	\$ 255,902.13	\$ -	\$ 255,902.13	\$ 767,706.35
6	1/1/2022	\$ 255,902.13	\$ -	\$ 255,902.13	\$ 511,804.22
7	1/1/2023	\$ 255,902.13	\$ -	\$ 255,902.13	\$ 255,902.09
8	1/1/2024	\$ 255,902.13	\$ 0.04	\$ 255,902.09	\$ -
<b>Grand Totals</b>		<b>\$ 2,047,217.04</b>	<b>\$ 0.04</b>	<b>\$ 2,047,217.00</b>	

INITIAL INSURANCE REQUIREMENT \$2,047,217.00

Except as specifically provided for 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.

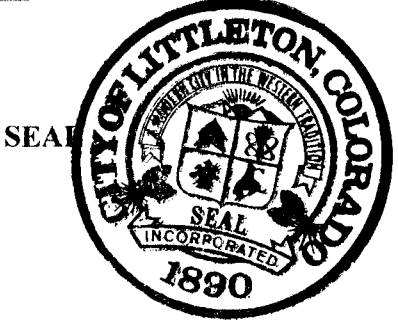
**CERTIFICATE OF INCUMBENCY**

I, WENDY HEFFNER, do hereby certify that I am the duly elected or  
(Signature of Secretary/Clerk )  
appointed and acting Secretary or Clerk of the **CITY OF LITTLETON**, an entity duly organized and existing  
under the laws of the **State of Colorado** that I have custody of the records of such entity, and that, as of the date  
hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set  
forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective  
names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such  
entity to enter into that certain Equipment Lease Purchase Agreement number **23821** dated DECEMBER 17, 2015  
and Schedule A number **23821** dated DECEMBER 17, 2015, between **CITY OF LITTLETON** and Motorola  
Solutions, Inc. .

<b>Name</b>	<b>Title</b>	<b>Signature</b>
BRUCE BECKMAN (Individual who signed Lease documents should be listed here and sign where applicable)	MAYOR	

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of **CITY OF LITTLETON**,  
hereto this 17<sup>th</sup> day of DECEMBER, 2015

By:   
(Signature of Secretary/Clerk)



**CITY OF LITTLETON, COLORADO**

**ORDINANCE NO. 108**

**Series, 2015**

**INTRODUCED BY COUNCILMEMBERS:**

**AN ORDINANCE OF THE CITY OF LITTLETON,  
COLORADO, APPROVING AN EQUIPMENT LEASE-  
PURCHASE AGREEMENT BETWEEN THE CITY AND  
MOTOROLA SOLUTIONS, INC. FOR RADIO  
EQUIPMENT**

**WHEREAS**, the city police, fire, and public works departments are in need of a replacement radio system;

**WHEREAS**, the Equipment Lease-Purchase Agreement between the city and Motorola Solutions, Inc., provides for the funding of a police, fire and public works radio system; and

**WHEREAS**, council deems the approval of the attached Equipment Lease-Purchase Agreement to be in the best interest of the city;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF LITTLETON, COLORADO, THAT:**

**Section 1:** The Equipment Lease-Purchase Agreement between the city and Motorola Solutions, Inc. is hereby approved.

**Section 2:** Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

**Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 1<sup>st</sup> day of December, 2015, passed on first reading by a vote of 7 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

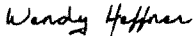
Ordinance No.  
Series, 2015  
Page 2

47 PUBLIC HEARING on the Ordinance to take place on the 15<sup>th</sup> day of December,  
48 2015, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,  
49 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

50 PASSED on second and final reading, following public hearing, by a vote of 7 FOR and  
51 0 AGAINST on the 15<sup>th</sup> day of December, 2015 and ordered published by posting at Littleton  
52 Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

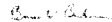
53 ATTEST:

DocuSigned by:

54 

55 Wendy Heffner  
56 CITY CLERK

DocuSigned by:

54 

55 Bruce O. Beckman  
56 MAYOR

57  
58 APPROVED AS TO FORM:

DocuSigned by:

59 

60  
61 Kristin Schledorn  
62 CITY ATTORNEY

63  
64

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/22/2014

PRODUCER LIC #N/A 1-303-757-5475  
CIRSA  
3665 Cherry Creek North Drive  
Denver, CO 80209  
  
INSURED  
City of Littleton  
2255 West Berry Avenue  
Littleton, CO 80120

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURER A: CIRSA  
INSURER B: RSUI Indemnity Company  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUS: OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Property	PR 01-2015	01/01/15	01/01/16	\$ 500,000
B	Excess Property	NHD390320	01/01/15	01/01/16	Pool Limit \$ 500,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate Holder is Loss Payee if required by contract/agreement.  
 As respects Lease #L003032-Motorola Police Radios leased to Littleton Police Department.  
 Value of radios is \$755,000 at time of lease.

CERTIFICATE HOLDER N ADDITIONAL INSURED: INSURER LETTER:

Wells Fargo Securities, LLC  
 Lease Accounting  
 608 2nd Avenue South  
 MAC N9303-055  
 Minneapolis, MN 55402

USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

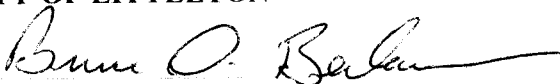
*Neil Redberg*

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

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

1. What is the specific use of the equipment? POLICE, FIRE AND PUBLIC WORKS COMMUNICATIONS
2. Why is the equipment essential to the operation of CITY OF LITTLETON? EMERGENCY COMMUNICATIONS
3. Does the equipment replace existing equipment? YES  
If so, why is the replacement being made? OUTDATED AND AT END OF LIFE
4. Is there a specific cost justification for the new equipment? RADIOS ARE ESSENTIAL TO PROVIDING EMERGENCY SERVICES
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? THE CAPITAL PROJECTS FUND WILL PROVIDE THE FUNDS FOR THIS PURCHASE, SUBJECT TO ANNUAL APPROPRIATION.

Lessee: CITY OF LITTLETON

By: 

Its: Mayor

Date: DECEMBER 17, 2015



**Lisa Mansuetti**

4:52 PM (1 minute ago)

to me, Bill

Hi Paul,  
Please have one signed original sent back to....

**Kim Ferber**  
Division Chief  
Littleton Police Department  
2255 West Berry Avenue  
Littleton, CO 80120  
303-795-3849 (office)

Let me know if you need anything else on this one - I appreciate it.  
Thanks,  
Lisa