

## EQUIPMENT LEASE-PURCHASE AGREEMENT

# 35052

Lease Number: 24357

**LESSEE:**

City of Long Beach  
333 W. Ocean Blvd.  
Long Beach CA 90802

**LESSOR:**

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

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A 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 attached hereto 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 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 a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment 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 Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER,

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. NOTHING CONTAINED HEREIN SHALL PRECLUDE THE LESSEE FROM ENFORCING ANY WARRANTIES AFFORDED UNDER THE CONTRACT, AGAINST MOTOROLA SOLUTIONS, INC. AS THE EQUIPMENT VENDOR.

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, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful 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. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**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 Internal Revenue Code of 1986 (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 Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the 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 laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without

limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

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

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (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 immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to 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, the Contract, any licensing or other agreement, 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 and/or install all parts, mechanisms, updates, upgrades 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, licensing, 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 (an "Event of Loss"), 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.** 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. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the 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.

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 when funds have been appropriated sufficient for such purpose, 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 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 period 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 discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, 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; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) 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 Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 28 day of September, 2018.

LESSEE: Tom Modica LESSOR:  
City of Long Beach Assistant City Manager MOTOROLA SOLUTIONS, INC.  
By: [Signature] EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER By: [Signature]  
Title: \_\_\_\_\_ Title: Treasurer

**CERTIFICATE OF INCUMBENCY**

I, ALISON BUINA do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Long Beach, an entity duly organized and existing under the laws of the State of California 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 24357, between City of Long Beach and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Long Beach, hereto this 28 day of September 2018.

By: [Signature] SEAL  
(Signature of Secretary/Clerk)

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24357 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

[Signature], Deputy City Attorney  
Attorney for City of Long Beach

APPROVED AS TO FORM  
9-27, 2018  
CHARLES PARKIN, City Attorney  
By: [Signature]  
AMY R. WEBBER  
DEPUTY CITY ATTORNEY

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    24357  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24357** ("Lease"), between Lessor and Lessee.

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

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

**Initial Term: 145 Months**

**Commencement Date:            September 25, 2018**

**First Payment Due Date:        October 15, 2020**

**11 annual payments** 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.

SECTION 2

# EQUIPMENT LIST

Below are the equipment lists for the solutions provided in this proposal.

## 2.1 APX8000 PORTABLE SUBSCRIBERS

AGENCY	TYPE	QTY	NOMENCLATURE	DESCRIPTION
LB Police	APX8000	1135	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5
LB Police	APX8000	1135	Q806	ADD: ASTRO DIGITAL CAI OPERATION
LB Police	APX8000	1135	H38	ADD: SMARTZONE OPERATION
LB Police	APX8000	1135	Q361	ADD: P25 9600 BAUD TRUNKING
LB Police	APX8000	1135	QA00580	ADD: TDMA OPERATION
LB Police	APX8000	1135	G996	ADD: PROGRAMMING OVER P25 (OTAP)
LB Police	APX8000	1135	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
LB Police	APX8000	1135	Q15	ENH: AES/DES,DES-XL,DES-OFB
LB Police	APX8000	1135	QA09001	ADD: WIFI CAPABILITY
LB Police	APX8000	1135	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING
LB Police	APX8000	1135	Q58	ADD: 3Y ESSENTIAL SERVICE
LB Police	APX8000	1135	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
LB Police	APX8000	200	PMMN4099B	IP68 REMOTE SPEAKER MICROPHONE,3.5M
LB Police	APX8000	1135	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A,
LB Police	APX8000	1135	PMNN4486	BATT IMPRES 2 LIION R IP68 3400T
LB Police	APX8000	1135	PMLN6712A	CARRY ACCESSORY-CASE,APX CLAMSHELL
LB Police	APX8000	200	NNTN7687A	APX CHARGER INSERT ADAPTER FOR XTS
LB Police	APX8000	965	PMLN6129A	ADD:ACCESSORY KIT,SMART 2 WIRE W/TRANS TUBE BLK
LB DM	APX8000	3	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5
LB DM	APX8000	3	Q806	ADD: ASTRO DIGITAL CAI OPERATION
LB DM	APX8000	3	H38	ADD: SMARTZONE OPERATION
LB DM	APX8000	3	Q361	ADD: P25 9600 BAUD TRUNKING
LB DM	APX8000	3	QA00580	ADD: TDMA OPERATION
LB DM	APX8000	3	G996	ADD: PROGRAMMING OVER P25 (OTAP)
LB DM	APX8000	3	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
LB DM	APX8000	3	QA09001	ADD: WI-FI CAPABILITY
LB DM	APX8000	3	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING
LB DM	APX8000	3	Q629	ENH: AES ENCRYPTION
LB DM	APX8000	3	Q58	ADD: 3Y ESSENTIAL SERVICE
LB DM	APX8000	3	H301	DEL: DELETE BELT CLIP/BASIC CARRY H





AGENCY	TYPE	QTY	NOMENCLATURE	DESCRIPTION
LB DM	APX8000	3	PMMN4099B	IP68 REMOTE SPEAKER MICROPHONE,3.5M
LB DM	APX8000	3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A,
LB DM	APX8000	3	PMNN4486	BATT IMPRES 2 LIION R IP68 3400T
LB DM	APX8000	3	PMLN6712A	CARRY ACCESSORY-CASE,APX CLAMSHELL
LB PWD	APX8000	9	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5
LB PWD	APX8000	9	Q806	ADD: ASTRO DIGITAL CAI OPERATION
LB PWD	APX8000	9	H38	ADD: SMARTZONE OPERATION
LB PWD	APX8000	9	Q361	ADD: P25 9600 BAUD TRUNKING
LB PWD	APX8000	9	QA00580	ADD: TDMA OPERATION
LB PWD	APX8000	9	G996	ADD: PROGRAMMING OVER P25 (OTAP)
LB PWD	APX8000	9	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
LB PWD	APX8000	9	QA09001	ADD: WIFI CAPABILITY
LB PWD	APX8000	9	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING
LB PWD	APX8000	9	Q629	ENH: AES ENCRYPTION
LB PWD	APX8000	9	Q58	ADD: 3Y ESSENTIAL SERVICE
LB PWD	APX8000	9	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
LB PWD	APX8000	9	PMMN4099B	IP68 REMOTE SPEAKER MICROPHONE,3.5M
LB PWD	APX8000	9	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A,
LB PWD	APX8000	9	PMNN4486	BATT IMPRES 2 LIION R IP68 3400T
LB PWD	APX8000	9	PMLN6712A	CARRY ACCESSORY-CASE,APX CLAMSHELL

## 2.2 APX8000HXE PORTABLE SUBSCRIBERS

AGENCY	TYPE	QTY	NOMENCLATURE	DESCRIPTION
LB Fire	APX8000HXE	718	H91TGD9PW9 N	APX 8000H ALL BAND PORTABLE MODEL 3.5
LB Fire	APX8000HXE	718	QA01427	ALT:APX 8000 HOUSING GREEN
LB Fire	APX8000HXE	718	QA02006	ENH: APX8000HXE RUGGED RADIO
LB Fire	APX8000HXE	718	G996	ADD: PROGRAMMING OVER P25 (OTAP)
LB Fire	APX8000HXE	718	H38	ADD: SMARTZONE OPERATION
LB Fire	APX8000HXE	718	Q361	ADD: P25 9600 BAUD TRUNKING
LB Fire	APX8000HXE	718	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
LB Fire	APX8000HXE	718	Q53	ADD: FRONT PANEL PROGRAMMING & CLON
LB Fire	APX8000HXE	718	Q58	ADD: 3Y ESSENTIAL SERVICE
LB Fire	APX8000HXE	718	Q806	ADD: ASTRO DIGITAL CAI OPERATION
LB Fire	APX8000HXE	718	QA00580	ADD: TDMA OPERATION
LB Fire	APX8000HXE	718	QA09001	ADD: WIFI CAPABILITY
LB Fire	APX8000HXE	718	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING
LB Fire	APX8000HXE	718	Q629	ENH: AES ENCRYPTION

Use or disclosure of this proposal is subject  
to the restrictions on the cover page.

Subscribers Proposal



LB Fire	APX8000HXE	718	NNTN8575A	AUDIO ACCESSORY-REMOTE SPEAKER MICR
LB Fire	APX8000HXE	718	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A,
LB Fire	APX8000HXE	718	PMNN4547	BATT IMPRES 2 LIION TIA4950 R IP68 3100T
LB Fire	APX8000HXE	450	NNTN7687A	APX CHARGER INSERT ADAPTER FOR XTS

## 2.3 APX8500 MOBILE SUBSCRIBERS

AGENCY	TYPE	QTY	NOMENCLATURE	DESCRIPTION
LB Police	APX8500	615	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
LB Police	APX8500	615	G806	ENH: ASTRO DIGITAL CAI OP APX
LB Police	APX8500	615	G51	ENH: SMARTZONE OPERATION APX
LB Police	APX8500	615	G361	ENH: P25 TRUNKING SOFTWARE APX
LB Police	APX8500	615	GA00580	ADD: TDMA OPERATION APX
LB Police	APX8500	615	G442	ADD: O5 CONTROL HEAD
LB Police	APX8500	615	G444	ADD: APX CONTROL HEAD SOFTWARE
LB Police	APX8500	615	G67	ADD: REMOTE MOUNT MP
LB Police	APX8500	615	GA01513	ADD: ALL BAND MOBILE ANTENNA
LB Police	APX8500	615	GA00250	ADD: WIFI/GNSS FLEXIBLE CABLE LMR19
LB Police	APX8500	615	W20	KPM GCAI (CYRILLIC)
LB Police	APX8500	615	B18	ADD: AUXILARY SPEAKER MOTORCYCLE
LB Police	APX8500	615	G996	ENH: OVER THE AIR PROVISIONING
LB Police	APX8500	615	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
LB Police	APX8500	615	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
LB Police	APX8500	615	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
LB Police	APX8500	615	GA09001	ADD: WI-FI CAPABILITY
LB Police	APX8500	615	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIO
LB Police	APX8500	615	G78	ADD: 3Y ESSENTIAL SERVICE
LB Fire	APX8500	160	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
LB Fire	APX8500	160	G806	ENH: ASTRO DIGITAL CAI OP APX
LB Fire	APX8500	160	G51	ENH: SMARTZONE OPERATION APX
LB Fire	APX8500	160	G361	ENH: P25 TRUNKING SOFTWARE APX
LB Fire	APX8500	160	GA00580	ADD: TDMA OPERATION APX
LB Fire	APX8500	160	G442	ADD: O5 CONTROL HEAD
LB Fire	APX8500	160	G444	ADD: APX CONTROL HEAD SOFTWARE
LB Fire	APX8500	160	G67	ADD: REMOTE MOUNT MP
LB Fire	APX8500	160	G843	ADD: AES ENCRYPTION APX
LB Fire	APX8500	160	GA09001	ADD: WI-FI CAPABILITY
LB Fire	APX8500	160	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIO
LB Fire	APX8500	160	GA01513	ADD: ALL BAND MOBILE ANTENNA
LB Fire	APX8500	160	GA00250	ADD: WIFI/GNSS FLEXIBLE CABLE LMR19
LB Fire	APX8500	160	W20	KPM GCAI (CYRILLIC)
LB Fire	APX8500	160	B18	ADD: AUXILARY SPEAKER MOTORCYCLE
LB Fire	APX8500	160	G996	ENH: OVER THE AIR PROVISIONING



AGENCY	TYPE	QTY	NOMENCLATURE	DESCRIPTION
LB Fire	APX8500	160	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
LB Fire	APX8500	160	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
LB Fire	APX8500	160	G78	ADD: 3Y ESSENTIAL SERVICE
LB PWD	APX8500	3	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE
LB PWD	APX8500	3	G806	ENH: ASTRO DIGITAL CAI OP APX
LB PWD	APX8500	3	G51	ENH: SMARTZONE OPERATION APX
LB PWD	APX8500	3	G361	ENH: P25 TRUNKING SOFTWARE APX
LB PWD	APX8500	3	GA00580	ADD: TDMA OPERATION APX
LB PWD	APX8500	3	G442	ADD: O5 CONTROL HEAD
LB PWD	APX8500	3	G444	ADD: APX CONTROL HEAD SOFTWARE
LB PWD	APX8500	3	G67	ADD: REMOTE MOUNT MP
LB PWD	APX8500	3	GA09001	ADD: WI-FI CAPABILITY
LB PWD	APX8500	3	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIO
LB PWD	APX8500	3	G843	ADD: AES ENCRYPTION APX
LB PWD	APX8500	3	GA01513	ADD: ALL BAND MOBILE ANTENNA
LB PWD	APX8500	3	GA00250	ADD: WIFI/GNSS FLEXIBLE CABLE LMR19
LB PWD	APX8500	3	W20	KPM GCAI (CYRILLIC)
LB PWD	APX8500	3	B18	ADD: AUXILARY SPEAKER MOTORCYCLE
LB PWD	APX8500	3	G996	ENH: OVER THE AIR PROVISIONING
LB PWD	APX8500	3	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
LB PWD	APX8500	3	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED
LB PWD	APX8500	3	G78	ADD: 3Y ESSENTIAL SERVICE

## 2.4 RADIO MANAGEMENT

TYPE	QTY	PART NUMBER	DESCRIPTION
RM SERVER	1	DSSUBSERVER1	RACK MOUNT WINDOWS SERVER: for RM Job Processor
RM SERVER	1	DSSUBSERVER4	RACK MOUNT WINDOWS SERVER: for RM Server
PROGRAMMING CABLE	10	HKN6184C	MOBILE CABLE CH, PROGRAMMING,USB
PROGRAMMING CABLE	20	PMKN4012B	PORTABLE PROGRAMMING CABLE



## City of Long Beach (Schedule B)

Compound Period:	Annual	
Nominal Annual Rate:	0.000%	(first 30 days)
Nominal Annual Rate:	3.820%	(remaining term)

### CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	9/25/2018	\$ 15,804,283.00	1		
2 Rate Change	10/25/2018	Rate: 3.820 %	Compounding: Annual		
3 Lease Payment	10/15/2020	Interest Only	1		
4 Lease Payment	10/15/2021	\$ 1,931,104.20	10	Annual	10/15/2030

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

	Date	Lease Payment	Interest	Principal	Balance
Lease	9/25/2018				\$ 15,804,283.00
	10/25/2018	Rate: 3.82%		Compounding: Annual	
1	10/15/2020	\$ 1,221,804.10	\$ 1,221,804.10	\$ -	\$ 15,804,283.00
2	10/15/2021	\$ 1,931,104.20	\$ 603,723.61	\$ 1,327,380.59	\$ 14,476,902.41
3	10/15/2022	\$ 1,931,104.20	\$ 553,017.67	\$ 1,378,086.53	\$ 13,098,815.88
4	10/15/2023	\$ 1,931,104.20	\$ 500,374.77	\$ 1,430,729.43	\$ 11,668,086.45
5	10/15/2024	\$ 1,931,104.20	\$ 445,720.90	\$ 1,485,383.30	\$ 10,182,703.15
6	10/15/2025	\$ 1,931,104.20	\$ 388,979.26	\$ 1,542,124.94	\$ 8,640,578.21
7	10/15/2026	\$ 1,931,104.20	\$ 330,070.09	\$ 1,601,034.11	\$ 7,039,544.10
8	10/15/2027	\$ 1,931,104.20	\$ 268,910.58	\$ 1,662,193.62	\$ 5,377,350.48
9	10/15/2028	\$ 1,931,104.20	\$ 205,414.79	\$ 1,725,689.41	\$ 3,651,661.07
10	10/15/2029	\$ 1,931,104.20	\$ 139,493.45	\$ 1,791,610.75	\$ 1,860,050.32
11	10/15/2030	\$ 1,931,104.20	\$ 71,053.88	\$ 1,860,050.32	\$ -
Grand Totals		\$ 20,532,846.10	\$ 4,728,563.10	\$ 15,804,283.00	

Schedule B, page 2,

INITIAL INSURANCE REQUIREMENT: \$15,804,283.00

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

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24357 to that Equipment Lease Purchase Agreement number 24357 will be maintained by the City of Long Beach as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

City of Long Beach, California

Name of insurance provider

Alliant Insurance Services, Inc. & City of Long Beach

Address of insurance provider

Alliant Insurance Services, Inc., P.O. Box 6450, Newport Beach, CA 92658-6450  
City of Long Beach, 333 W. Ocean Blvd., 10th flr. Long Beach, CA 90802

City, State and Zip Code

Alliant Insurance Services, Inc. (949) 756-0271 & City of Long Beach (562) 570-6754

Phone number of local insurance provider

Alliant Insurance Services, Inc. - jcrodriguez@alliant.com  
City of Long Beach - Randall.Sellers@longbeach.gov

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24357 , City of Long Beach , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount \$1 million per occurrence & \$1 mil. in aggregate/limit	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	<u>same as above</u>	<u>9/25/2018</u>	<u>7/01/2019</u>	<u>017471590/05-03 - Alliant 2018-092C - City</u>
Property Damage	<u>same as above</u>	<u>same as above</u>	<u>same as above</u>	<u>same as above</u>
Public Liability	<u>same as above</u>	<u>9/25/2018</u>	<u>12/31/2019</u>	<u>2018-092C - City</u>
	<b>Commercial General Liability</b>			

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 24357 to that Equipment Lease Purchase Agreement number 24357. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24357 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
1303 E. Algonquin Road  
Schaumburg, IL 60196

**If self insured, contact Motorola representative for template of self insurance letter.**

**CITY OF LONG BEACH**  
**CERTIFICATE OF SELF-INSURANCE**



**With respect to:**

(Agreement Title/Program and subject/location)

Equipment Lease-Purchase Agreement No. 24357 dated as of September 25, 2018  
wherein the City of Long Beach is Lessee and Motorola Solutions, Inc. is Lessor related  
to Various Technology Equipment Valued at up to \$23,300,000 on Schedule A and  
pursuant to Resolution R-18-0137 dated September 11, 2018 by the City of Long Beach

City of Long Beach  
Program Coordinator

David Nakamoto Phone (562) 570-6845  
City Treasurer

**Between the City of Long Beach and**

**Certificate Holder:**  
(Name and Location)

Motorola Solutions Credit Company, LLC, P.O. Box 71132, Chicago, IL 60694-1132

Alternative Contact:

Motorola Solutions, Inc., 1303 E. Algonquin Phone (888) 325-9336  
Rd., Schaumburg, IL 60196

**Type of Coverage:** Commercial general liability insurance equivalent in scope to ISO CG 00 01 10 93 with limits of  
\$1,000,000 per occurrence and \$1,000,000 in aggregate

This coverage will terminate upon completion or satisfaction of the requirements of said Program or may be terminated sooner pursuant to terms of said Program. Coverage afforded hereunder is primary and any insurance or self-insurance of Certificate Holder shall not contribute with it.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice by registered mail, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

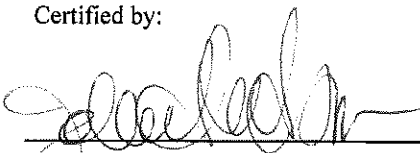
This Certificate of Self-Insurance is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage evidenced herein.

**Additional Interest:** Motorola Solutions, Inc., or its Assignees and its Officers, Agents, and Employees are additional covered interests with respect to activities of the City under the said Agreement/Program per the attached endorsement.

For further information or in the event of a claim,  
contact:

City of Long Beach  
Attn: Risk Management  
333 West Ocean Blvd., 10<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6754  
(562) 570-5375 (fax)

Certified by:

  
\_\_\_\_\_  
For Randall Sellers  
Risk Manager

Certificate no. 2018-092C

Coverage period: Sep. 25, 2018 to Dec. 31, 2019

This voids and supersedes Cert. No. 2018-091C.

Date issued: September 25, 2018

**CITY OF LONG BEACH**  
**ADDITIONAL COVERED INTEREST ENDORSEMENT**  
**TO CERTIFICATE NO. 2018-092C**



**Additional Covered Interest:**

Motorola Solutions Credit Company, LLC  
P.O. Box 71132, Chicago, IL 60694-1132

**With Respect to (Agreement or Program):**

Equipment Lease-Purchase Agreement No. 24357 dated as of September 25, 2018  
wherein the City of Long Beach is Lessee and Motorola Solutions, Inc. is Lessor  
related to Various Technology Equipment Valued at up to \$23,300,000 on Schedule  
A and pursuant to Resolution R-18-0137 dated September 11, 2018 by the City of  
Long Beach

The additional interest coverage provided by this endorsement applies only with respect to liability arising out of activities of the City of Long Beach with respect to the above described Agreement or Program, provided that such liability is due to the sole negligence of the City. In no event shall this endorsement extend the limits provided in the certificate of self-insurance, or amend the coverage provided in the certificate of self-insurance except as to the additional interest coverage stated herein.

Certified by:

A handwritten signature in cursive script, appearing to read "Randall Sellers", written over a horizontal line.

Randall Sellers  
Risk Manager

Coverage Period\*: 09/25/18 to 12/31/19

*\*unless coverage is terminated sooner pursuant to the terms and conditions of the Agreement or Program.*

Endorsement no. 2018-092C

Date issued: September 26, 2018





# EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YYYY)

09/20/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>PRODUCER</b>		<b>COMPANY</b>	
ALLIANT INSURANCE SERVICES, INC. P.O. BOX 6450 NEWPORT BEACH, CA 92658-6450 PH (949) 756-0271 / FAX (949) 756-2713 LICENSE NO. 0C36861		VARIOUS PER ATTACHED SCHEDULE 03	
<b>INSURED</b>	<b>LOAN NUMBER</b>	<b>PRIMARY LAYER POLICY NUMBER</b>	
ALLIANT PROPERTY INSURANCE PROGRAM (APIP) MEMBER: CITY OF LONG BEACH ATTN: CARL SOUTHWELL RISK MGMT. CONSULTANT 333 WEST OCEAN BLVD., 10TH FLOOR LONG BEACH, CA 90802-4664		017471590/05-03	
<b>CODE</b>	<b>SUB-CODE</b>	<b>EFFECTIVE DATE (MM/DD/YY)</b>	<b>EXPIRATION DATE (MM/DD/YY)</b>
		07/01/18	07/01/19
		<b>CONT. UNTIL TERMINATED IF CHECKED</b>	<input type="checkbox"/>
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>			

### PROPERTY INFORMATION

#### LOCATION / DESCRIPTION

AS RESPECTS EQUIPMENT LEASE-PURCHASE AGREEMENT NO. 24357 DATED AS OF SEPTEMBER 25, 2018 WHEREIN THE CITY OF LONG BEACH IS LESSEE AND MOTOROLA SOLUTIONS, INC. IS LESSOR RELATED TO VARIOUS TECHNOLOGY EQUIPMENT VALUED AT UP TO \$23,300,000 PURSUANT TO RESOLUTION RES-18-0137 DATED SEPTEMBER 11, 2018 BY THE CITY OF LONG BEACH. INITIAL AMOUNT COVERED PURSUANT TO SCHEDULE A: \$15,804,283 (AT REPLACEMENT COST).

### COVERAGE INFORMATION

COVERAGE / PERIL / FORM	AMOUNT OF INSURANCE	DEDUCTIBLE
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE INCLUDING FLOOD PER SCHEDULE ON FILE WITH COMPANY. COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, RENTAL INCOME INCLUDING BOND REVENUE REQUIREMENTS, BUSINESS INTERRUPTION, EXTRA EXPENSE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY FORM.  REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO POLICY PROVISIONS VEHICLES IF PURCHASED ARE SUBJECT TO ACTUAL CASH VALUE (ACV) OR REPLACEMENT COST PER POLICY PROVISIONS	\$1,000,000,000 LOSS LIMIT PER OCCURRENCE FLOOD \$10,000,000 PER OCCURRENCE AND ANNUAL AGGREGATE  BOILER & MACHINERY \$100,000,000 QUEEN MARY LOC 231 \$5,000,000 SUB-LIMIT PER OCCUR/AGG \$600,000 DEDUCTIBLE PER OCCURRENCE	SEE BELOW
THE POLICIES OF INSURANCE LISTED ABOVE 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 EVIDENCE OF PROPERTY INSURANCE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.		


#### REMARKS (Including Special Conditions)

<b>DEDUCTIBLES:</b> ALL RISK: \$10,000 FOR LOCATIONS 18, 18A-C, 56, 56A-O, 167 & TRANSIT \$100,000 FOR PIERS \$50,000 ALL OTHER LOCATIONS FLOOD: \$250,000 FLOOD ZONES A & V \$100,000 ALL OTHER FLOOD ZONES	<b>VEHICLES:</b> \$50,000 COMPREHENSIVE AND COLLISION  <b>OTHER:</b> \$50,000 CONTRACTOR EQUIPMENT  <b>BOILER &amp; MACHINERY:</b> \$2,500 - HIGHER DED APPLY BASED ON SPECIFIC OBJECT/SIZE/PERIL
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b>	<b>NATURE OF INTEREST</b>	<input type="checkbox"/> <b>ADDITIONAL INSURED</b>
MOTOROLA SOLUTIONS, INC. AND OR ITS ASSIGNEE 1303 E. ALGONQUIN RD. SCHAUMBURG, IL 60196	<input type="checkbox"/> MORTGAGEE  <input checked="" type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> (OTHER)
<b>SIGNATURE OF AUTHORIZED AGENT OF COMPANY</b>		
		

CA

#### LENDER'S LOSS PAYABLE ENDORSEMENT

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be give by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific,  
California Bankers' Association  
Committee on Insurance.

Declaration 3 - CITIES 3

**ALLIANT INSURANCE SERVICES, INC.**  
 Declaration # 3 - CITIES 3 (1B Carriers)  
**ALLIANT PROPERTY INSURANCE PROGRAM**  
 Effective July 1, 2018 to July 1, 2019  
**SCHEDULE OF CARRIERS**  
 Declaration 3 - CITIES 3

Participation %	Participation \$	Company	Policy #
Earthquake, Flood, B&M, Terrorism, Cyber, & Pollution limits listed below apply to Named Insureds who purchase coverage. Percentages are approximate and participation will not exceed the All Risk Limit purchased by Named Insured.			
	\$ 2,500,000	<b>All Risk Including EQ &amp; FL Including B&amp;M</b>	
100.0000%	\$ 2,500,000	Lexington Insurance Company	017471589/05(Insurance) 017471590/05(Reinsurance)
100.0000%	\$ 2,500,000		
	\$ 22,500,000	<b>To pay the difference between \$25,000,000 (100%) per occurrence/ per Declaration and \$2,500,000 (for 100%) per occurrence, all Members over all Declarations combined. Subject to an annual aggregate (for 100%) as held on file with Alliant Insurance Services. All Risk Including EQ &amp; FL Including B&amp;M</b>	
39.5000%	\$ 8,887,500	Underwriters at Lloyds - Syndicates; AMA1200, ASC1414, XLC 2003, TAL 1183, MSP 318, CNP4444, ATL1861, KLN 510, AGR 3268	PJ183647
5.0000%	\$ 1,125,000	Ironshore Specialty Insurance Company	003661400
3.0000%	\$ 675,000	Homeland Insurance Company of NY (One Beacon)	798000043
7.5000%	\$ 1,687,500	Aspen Insurance UK Limited	PRAGET718
5.0000%	\$ 1,125,000	Hallmark Specialty Insurance Company	73PRX18F512
40.0000%	\$ 9,000,000	Lexington Insurance Co.	011660423/06 (Insurance) 011660474/06 (Reinsurance)
100.0000%	\$ 22,500,000		
	\$ 25,000,000	<b>Excess \$25,000,000 All Risk Including EQ &amp; FL and B&amp;M</b>	
5.0000%	\$ 1,250,000	Endurance Worldwide Insurance Limited	PJ182696
37.5000%	\$ 9,375,000	Underwriters at Lloyds-Syndicate; ASC-1414, KLN0510, APL 1969, ENH 5151, CHN 2015, ATL 1861, SCC 1301, AES 1225, AUL 1274, BRT 2987	PJ182696
7.5000%	\$ 1,875,000	Brit Global Specialty London Syndicates 2987 & 2988	PD-10359-04
10.0000%	\$ 2,500,000	Hallmark Specialty Insurance Company	73PRX18F50A
10.0000%	\$ 2,500,000	Hallmark/Lloyds Syndicate Novae 2007	93PRX18F50B
70.0000%	\$ 17,500,000		
	\$ 100,000,000	<b>Excess of \$25,000,000 All Risk Including EQ &amp; Flood and B&amp;M</b>	
15.0000%	\$ 15,000,000	Lexington Insurance Co.	025860227/03 (Insurance) 025860228/03 (Reinsurance)
15.0000%	\$ 15,000,000		
	\$ 100,000,000	<b>Excess of \$25,000,000 All Risk Including EQ &amp; Flood, excluding B&amp;M</b>	
15.0000%	\$ 15,000,000	Evanston Ins. Co.(15% po \$25M xs \$25M EO at loc. in CA)	MKLV14XP010723
15.0000%	\$ 15,000,000		
	\$ 50,000,000	<b>Excess of \$50,000,000 All Risk Including EQ &amp; FL,excluding EQ at locations in CA and B&amp;M</b>	
15.0000%	\$ 7,500,000	Ironshore Specialty Insurance Company	000517209
15.0000%	\$ 7,500,000		
	\$ 50,000,000	<b>Excess of \$50,000,000 All Risk Including EQ &amp; FL and B&amp;M</b>	
7.0000%	\$ 3,500,000	Underwriters at Lloyds - Syndicate 609 (AUW)	PJ183297
3.0000%	\$ 1,500,000	Underwriters at Lloyds - Syndicate 2987 (BRT)	PJ183297
10.0000%	\$ 5,000,000		
	\$ 150,000,000	<b>Excess of \$50,000,000 All Risk Including EQ &amp; FL, excluding EQ at locations in CA and B&amp;M</b>	
6.6600%	\$ 9,990,000	Arch Specialty Ins. Co.	ESP7301405-04
6.6600%	\$ 9,990,000.00		
	\$ 75,000,000	<b>Excess of \$50,000,000 All Risk Including EQ &amp; FL and B&amp;M</b>	
3.5000%	\$ 2,625,000	Underwriters at Lloyds- Syndicates ASC1414 & BRT 2987	PJ182696
3.5000%	\$ 2,625,000		
	\$ 75,000,000	<b>Excess of \$50,000,000 All Risk Including EQ &amp; FL, excluding EQ at locations in CA and B&amp;M</b>	
12.5000%	\$ 9,375,000	Hallmark Specialty Insurance Company	73PRX18F4B8
12.5000%	\$ 9,375,000	Hallmark/Lloyds Syndicate Novae 2007	93PRX18F4B9
9.8400%	\$ 7,380,000	Maxum Indemnity Company	MSP-6016154-08
34.8400%	\$ 26,130,000		
	\$ 25,000,000	<b>Excess of \$100,000,000 All Risk Including EQ &amp; FL, excluding B&amp;M</b>	
5.0000%	\$ 1,250,000	Underwriters at Lloyds - Syndicate # AUL 1274	PJ183296
10.0000%	\$ 2,500,000	Underwriters at Lloyds - Syndicate # AUL 5151	PJ183296

10.0000%	\$	2,500,000	Endurance Worldwide Insurance Limited	PJ183296
25.0000%	\$	6,250,000		
	\$	50,000,000	Excess of \$125,000,000 All Risk Including EQ & FL, excluding EQ at locations in CA and B&M	
10.0000%	\$	5,000,000	Lancashire Insurance Company (UK) Limited	PJ1800099
19.0000%	\$	5,000,000		
	\$	75,000,000	Excess of \$125,000,000 All Risk Including EQ & FL, excluding CA EQ and B&M	
			Underwriters at Lloyds-Syndicate; ASC 1414, ATL 1861, AMA1200, CHN 2015, ARK 4020, APL 1969, BRT 2987, LIB 4472, NEON 2468 & 4242, SCC 1301	PJ182696
34.1730%	\$	25,629,750	Partner Re	PJ182696
5.0000%	\$	3,750,000	Chubb European Group, LTD	PJ182711
6.6670%	\$	5,000,250	Westport Insurance Corporation (Swiss Re)	NAP 2000192 04
25.0000%	\$	18,750,000		011660462/06 (Insurance)
				011660463/06 (Reinsurance)
12.5000%	\$	9,375,000	Lexington Insurance Co.	
83.3400%	\$	61,505,000		
	\$	25,000,000	Excess of \$175,000,000 All Risk Including EQ & FL, excluding EQ at locations in CA and B&M	
10.0000%	\$	2,500,000	Endurance Worldwide Insurance Limited / ENH 5151	PJ1800098
10.0000%	\$	2,500,000		
	\$	75,000,000	Excess of \$200,000,000 All Risk Including EQ & FL, excluding CA EQ and B&M	
10.0000%	\$	7,500,000	Ironshore Specialty Insurance Company	001703505
				025860205/04 (Insurance)
90.0000%	\$	67,500,000	Lexington Insurance Co.	025860206/04 (Reinsurance)
100.0000%	\$	75,000,000		
	\$	125,000,000	Excess of \$275,000,000 All Risk Including EQ & FL, excluding CA EQ and B&M	
49.6700%	\$	62,087,500	Underwriters at Lloyds-Syndicate; ASC1414, KLN 0510, QBE 1886, ARK 4020, NEON 2468 & 4242, TAL 1183, VSM 5678, SCC 1301, HDU 0382	PJ182696
13.3300%	\$	16,662,500	Chubb European Group, LTD	PJ182711
7.0000%	\$	8,750,000	Underwriters at Lloyds - Syndicate XLC 2003	PJ183227
5.0000%	\$	6,250,000	Underwriters at Lloyds-Syndicate; CGM 2488	PJ182711
10.0000%	\$	12,500,000	PartnerRe Ireland Insurance Ltd.	PJ182696
15.0000%	\$	18,750,000	Westport Insurance Corporation (Swiss Re)	NAP 2000192 04
100.0000%	\$	125,000,000		
	\$	100,000,000	Excess of \$400,000,000 All Risk Including Earthquake and Flood, excluding CA EQ and B&M	
				011465908/05 (Insurance)
100.0000%	\$	100,000,000	Lexington Insurance Co.	011465909/05 (Reinsurance)
100.0000%	\$	100,000,000		
	\$	300,000,000	Excess of \$500,000,000 All Risk Including Earthquake and Flood, excluding EQ at locations in CA, Flood zone A/V (100yr) and B&M	
100.0000%	\$	300,000,000	XL Insurance America, Inc.	US00010377PR18A
100.0000%	\$	300,000,000		
	\$	200,000,000	Excess of \$500,000,000 All Risk Including Earthquake and Flood, excluding locations in CA EQ and B&M, Excluding Flood zone A/V (100yr)	
50.0000%	\$	100,000,000	Homeland Insurance Company of NY (One Beacon)	795008077
50.0000%	\$	100,000,000	Westport Insurance Corporation (Swiss Re)	NAP 2000192 04
100.0000%	\$	200,000,000		
<b>EXCESS BOILER PROGRAM</b>				
		25,000,000	Excess of \$25,000,000 Boiler and Machinery	
				011660456/06 (Insurance)
20.0000%	\$	5,000,000	Lexington Insurance Company	011660458/06 (Reinsurance)
20.0000%	\$	5,000,000		
		75,000,000	Excess of \$25,000,000 Boiler and Machinery	
				011660456/06 (Insurance)
15.0000%	\$	11,250,000	Lexington Insurance Company	011660458/06 (Reinsurance)
15.0000%	\$	11,250,000		
		50,000,000	Excess of \$50,000,000 Boiler and Machinery	
				011660456/06 (Insurance)
56.5000%	\$	28,250,000	Lexington Insurance Company	011660458/06 (Reinsurance)
56.5000%	\$	28,250,000		

**EXCESS EARTHQUAKE POLICIES**

	\$	50,000,000	Excess of \$50,000,000 Specified Peril-California Earthquake Only	
15.0000%	\$	7,500,000	Landmark American Insurance	LHD423720
15.0000%	\$	7,500,000		

	\$	71,400,000	Excess of \$50,000,000 Specified Peril-California Earthquake Only	
15.0818%	\$	10,768,405	SRU - Certain Underwriters at Lloyds	AQS-180817
1.4182%	\$	1,012,595	SRU - International Insurance Company of Hannover SE	HAQS180817
3.5000%	\$	2,499,000	SRU- General Security Indemnity Company of Arizona	TR00093911800817
37.5000%	\$	26,775,000	SIU - QBE Specialty Insurance Company	SSE83643-01
57.5000%	\$	41,055,000		

**TERRORISM POLICIES**

	\$	100,000,000	per Named Insured / \$100,000,000 per occurrence. / \$200,000,000 annual aggregate.	
60.0000%	\$	60,000,000	Underwriters at Lloyds-Syndicates; ASC 1414, Aqueduct Portfolio Management	PJ1833870
40.0000%	\$	40,000,000	Lexington Insurance Company	025860244/02 (Insurance) 025860246/02 (Reinsurance)
100.0000%	\$	100,000,000		

	\$	300,000,000	per Named Insured excess of \$100,000,000 / \$800,000,000 per occurrence excess of \$100,000,000. / \$800,000,000 annual aggregate excess of \$200,000,000.	
100.0000%	\$	300,000,000	Underwriters at Lloyds-Syndicates; ASC 1414, BRT 2987, AUW 609, HIS 33, XLC 2003, LIB 4472, TAL 1183, AFB 2623, AFB 0623, COF 1036; Lancashire Insurance, Aqueduct Portfolio Management	PJ1831689
100.0000%	\$	300,000,000		

	\$	300,000,000	per Named Insured excess of \$400,000,000 / \$300,000,000 per occurrence excess of \$900,000,000. / \$600,000,000 annual aggregate excess of \$1,000,000,000.	
100.0000%	\$	300,000,000	Underwriters at Lloyds-Syndicate; BRT 2987, 2988 and Brit Political Violence Consortium 9156, XLC 2003, LIB 4472, TAL 1183, COF 1036, ATL 1861, AFB 2623 and 623, Lancashire Insurance.	PJ1800033
100.0000%	\$	300,000,000		

**CYBER LIABILITY**

100.0000%			Lloyd's Syndicate - Beazley 2623-623	PH1833938
			See Policy	

**POLLUTION LIABILITY POLICY**

100.0000%			CHUBB	G24544837 008
			See Policy	

## 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?  
Equipment will be used by police, fire, public works, and city staff in day to day and emergency radio communication.
2. Why is the equipment essential to the operation of **City of Long Beach**?  
Equipment enables real time radio communications between essential staff in emergencies and public safety responses.
3. Does the equipment replace existing equipment? Yes  
If so, why is the replacement being made?  
Obsolescence of older radio models and enables improved interoperability within city and region.
4. Is there a specific cost justification for the new equipment? No  
If yes, please attach outline of justification. N/A
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 City will enter into a 12-year lease purchase agreement with Motorola to finance the cost of the radios. Although the lease purchase agreement is technically for 12 years, it is intended to be fully paid off in FY 22 with Measure A funds, as previously recommended and consistent with the current Measure A Plan in FY19 Proposed Budget. Depending on the volume of the County's total purchases and the final costs, Measure A Funds may or may not be sufficient, and additional funding sources may need to be identified in FY 22 in order to pay off the lease purchase as intended.

### CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #24357) held on September 11, 2018, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Long Beach (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

**Form 8038-G**

(Rev. September 2011)  
Department of the Treasury  
Internal Revenue Service

**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 <b>City of Long Beach</b>		2 Issuer's employer identification number (EIN) [REDACTED]	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) David Nakamoto		3b Telephone number of other person shown on 3a (562) 570-6843	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>333 W Ocean Blvd.</b>		5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code <b>Long Beach CA 90802</b>		7 Date of issue <b>9/25/2018</b>	
8 Name of issue <b>Equipment Lease-Purchase Agreement 24357</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	15,804,283.00
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="radio"/>		

**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	10/15/2030	\$ 15,804,283.00	\$ 15,804,283.00	12.083 years	3.82 %

**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	15,804,283.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	15,804,283.00

**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**

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

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

<b>36a</b>		
<b>37</b>		
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . 

<b>37</b>		
-----------	--	--
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box  and enter the following information:
  - b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
  - c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
  - d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a** If the issuer has identified a hedge, check here  and enter the following information:
  - b** Name of hedge provider ▶ \_\_\_\_\_
  - c** Type of hedge ▶ \_\_\_\_\_
  - d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	9/20/18 Date	David Nakamoto 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 <span style="float: right;">PTIN</span>
	Firm's name ▶		Firm's EIN ▶	
	Firm's address ▶		Phone no. ▶	



9/18/18

Mr. John Black  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach CA 90802

**RE: Municipal Lease # 24357**

Dear Mr. Black:

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 #24357 are valid for contracts that are executed and returned to Motorola on or before **September 25, 2018**. After **9/25/18**, 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  
Chicago IL 60661

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

Thank You,

A handwritten signature in black ink, appearing to read 'Bill Stancik', with a horizontal line above it.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Bill Stancik

## LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Long Beach
- E-mail Address: Cason.Lee@LongBeach.gov
- Attention: Cason Lee
- Phone: (562) 570-5553
2. Lessee County Location: Los Angeles
3. Federal Tax I.D. Number [REDACTED]
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: PUBLIC SAFETY RADIOS

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

6. Appropriate Contact & Mailing Address Cason Lee
- 333 W. Ocean Blvd 12th floor
- Long Beach, CA 90802
- Phone: (562) 570-5553
- Fax: \_\_\_\_\_
7. Payment remit to address: **Motorola Solutions Credit Company LLC**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you