

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Frank Apicella/ 954-797-1063

PREPARED BY: Frank Apicella, Director, Technology & Information Management

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE LEASE OF DESKTOP COMPUTERS FROM DELL FINANCIAL SERVICES L.P. (\$21,165.38/year)

REPORT IN BRIEF: The Town of Davie Police Department needs to replace 85 desktop computers in order to support the new OSSI Public Safety Software. This software can not function on the existing desktop equipment currently installed at the Police Department because of system requirements. This purchase would be made utilizing pricing from Florida State Contract #250-040-08-1 from Dell Computer Corporation.

In order to expedite the process, we feel it is in the best interest of the Town and the Police Department to waive formal bidding for the leasing of this equipment. The acquisition of this equipment will be made utilizing Dell's government leasing program. The purchase cost of the equipment is \$95,925.90. The financing cost to lease the equipment is \$9,901.00 for a total cost of \$ 105,826.90. The term of the lease is 5 years. At the end of the lease, the Town owns the equipment with no buy out cost. This will be paid each year by the Police Department Contractual Services account 001-0507-521-0306

PREVIOUS ACTIONS:

CONCURRENCES: Town Administration, Technology & Information Management Department.

FISCAL IMPACT: not applicable

Has request been budgeted? Yes

If yes, expected cost: \$21,165.38/year (\$105,826.90 over 5 years)

Account Name: Police Department Contractual Services account 001-0507-521-0306

Additional Comments: This resolution includes the appropriate budget transfer

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Dell Lease Quotation, Incorporation Information

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE LEASE OF DESKTOP COMPUTERS FROM DELL FINANCIAL SERVICES L.P.

WHEREAS, the Technology and Information Management Department in conjunction with The Town of Davie Police Department is in the process of implementing the OSSI Public Safety Software; and

WHEREAS, the software specifications required in order to function exceed the current desktop computer capabilities; and

WHEREAS, replacement of the Police Department desktop computers is necessary and was anticipated for a successful implementation; and

WHEREAS, continuity and maintaining of the implementation process and schedule is of utmost importance; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby accepts the Florida State Contract awarded to Dell Corporation for the purchase of desktop computers. The Town Council agrees to waive formal bidding for the leasing of this equipment from Dell Financial Services L.P. of 85 desktop computers in the amount of \$21,165.38/year for 5 years.

SECTION 2. The Town Council hereby authorizes the transfer of \$25,000.00 from Police Department – TIMS Internal Charges account (001-0507-521-0450) to Police Department – Contractual Services account (001-0507-521-0306).

SECTION 3. The Town Council hereby authorizes the expenditure from the Police Department Operating Expense Contractual Services Account 001-0507-521-0306.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ ,
2008

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

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No Events	No Name History					<input type="text" value="Entity Name Search"/>			
<u>Detail by Entity Name</u>									
<u>Foreign Limited Partnership</u>									
DELL FINANCIAL SERVICES L.P.									
<u>Filing Information</u>									
Document Number	B98000000125								
FEI Number	742825828								
Date Filed	02/27/1998								
State	DE								
Status	ACTIVE								
<u>Principal Address</u>									
ONE DELL WAY, PL 35B ROUND ROCK TX 78682									
Changed 05/06/2005									
<u>Mailing Address</u>									
PO BOX 81009 AUSTIN TX 78708-1009									
Changed 05/06/2005									
<u>Registered Agent Name & Address</u>									
C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION FL 33324 US									
Address Changed: 04/10/2001									
<u>General Partner Detail</u>									
<u>Name & Address</u>									
Document Number	M97000000257								
DELL CREDIT COMPANY L.L.C. ONE DELL WAY, PL-35 ROUND ROCK TX 78682									
<u>Annual Reports</u>									
Report Year	Filed Date								
2005	05/06/2005								
2006	04/24/2006								
2007	04/02/2007								
<u>Document Images</u>									

04/02/2007 -- ANNUAL REPORT	View image in PDF format
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05/06/2005 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- ANNUAL REPORT	View image in PDF format
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04/10/2001 -- Reg. Agent Change	View image in PDF format
03/21/2001 -- ANNUAL REPORT	View image in PDF format
03/29/2000 -- ANNUAL REPORT	View image in PDF format
11/25/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1998 -- Foreign LP	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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QUOTATION

QUOTE #: 418303707
 Customer #: 1115362
 Contract #: 90231

Customer Agreement #: 250-040-08-1

Quote Date: 3/6/08
 Customer Name: TOWN OF DAVIE

Date: 3/6/08 9:53:43 AM

TOTAL QUOTE AMOUNT:	\$95,925.90		
Product Subtotal:	\$95,925.90		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 85	SYSTEM PRICE: \$1,053.54	GROUP TOTAL: \$89,550.90
Base Unit:	OptiPlex 755 Small Form Factor Core 2 Duo E4500/2.2GHz, 2M 800FSB (223-0608)		
Processor:	NTFS File System, Factory Install (420-3699)		
Memory:	3GB, Non-ECC, 667MHz DDR2, 2X1GB and 2X512MB, Dell OptiPlex 740 (311-7441)		
Keyboard:	Dell USB Keyboard, No Hot Keys English, Black, OptiPlex (310-8010)		
Keyboard:	Palmrest for Entry Keyboard Black, Dell OptiPlex (310-7993)		
Monitor:	Dell UltraSharp 1707FPV Flat Panel w/Height Adjustable Stand, 17.0 Inch VIS, OptiPlex, Precision and Latitude (320-4975)		
Video Card:	256MB ATI RADEON HD 2400 Pro Graphics w/DVI and TV Out, Low Profile, Dell OptiPlex (320-5740)		
Hard Drive:	80GB SATA, 10K RPM 3.0Gb/s SATA2 16MB Data Burst Cache Dell OptiPlex (341-4154)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel, Dell OptiPlex 745 and 755 Small Form Factor (341-3911)		
Operating System:	Windows XP Professional Service Pack 2, with Media, Dell OptiPlex, English, Factory Install (420-6287)		
Mouse:	New Dell USB 2 Button Optical Mouse with Scroll, Black OptiPlex (310-9627)		
TBU:	iAMT Advanced Hardware Enabled Systems Management, Dell OptiPlex (310-9494)		
CD-ROM or DVD-ROM Drive:	24X24 CDRW/DVD Combo, EIDE Slimline, Dell OptiPlex 755 Small Form Factor (313-5411)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD, No Media Dell OptiPlex (420-7964)		
CD-ROM or DVD-ROM Drive:	Compact Diskette for Cyberlink Power DVD, Dell OptiPlex (420-7965)		
Speakers:	Dell AS501 black Sound Bar for UltraSharp Flat Panel Displays for OptiPlex, Precision, Latitude (313-4028)		
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex 755 (310-9380)		
Factory Installed Software:	Energy Smart, Energy Star, EIST for OptiPlex (if applicable) (310-9504)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (985-5910)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 4 Year Extended (981-7664)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-1567)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-1568)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Shipping Material for System Cypher Small Form Factor, Dell OptiPlex (310-9332)		

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
APC Back-UPS RS 800 - UPS - 540 Watt - 800 VA 47 - 63 Hz AC 120 V 8 hour s (A0413001)	85	\$75.00	\$6,375.00
Number of S & A Items: 1		S&A Total Amount: \$6,375.00	

SALES REP:	Simon Gervais	PHONE:	800-981-3355
Email Address:	simon_gervais@dell.com	Phone Ext:	47499

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL GOVERNMENT LEASING AND FINANCE
Lease Quotation

March 12, 2008

Lease quotation number: 080311CWA01

Lessee: Town of Davie

Lease Structure:

Tax Exempt, Conditional Sale. Title passes to Lessee upon acceptance. The term of the lease quoted below is non-cancelable, subject only to annual appropriation of sufficient funds.

Lease Rates:

Lease Rates are proposed for the referenced quotations and amounts only. Changes in equipment pricing or configurations may invalidate this document. Unless specified below, payments below do not include applicable freight charges. This proposal is valid for 30 days from the above-referenced date.

Proposed Lease Term:	60 Months		
Payment Structure:	Annual in advance with 1st payment deferred 30 days		
Equipment Description	Hardware Cost*	Lease Factor	Annual
Dell OptiPlex 755-Q#418303707	\$ 95,925.90	0.220643	\$ 21,165.38

* Hardware cost based on Florida State Contract 250-040-08-1

End of Lease Options:

This lease is proposed as a tax-exempt conditional sale. Title will pass to Lessee in advance. Upon fulfillment of the obligation, lessor will release all liens and security interests in the financed equipment.

Summary of Terms and Conditions

Net Lease Provisions:	The lease shall be a net lease transaction providing that the lessee shall bear all expenses associated with the equipment, including those relating to taxation, maintenance, operation and third party claims. Vendor/manufacturer guarantees and warranties will be passed on to Lessee. If Lessee is tax exempt, please provide appropriate exemption certification acceptable to the relevant taxing authority.
Insurance:	Lessee shall provide Lessor written confirmation of insurance coverage acceptable to Lessor, including: All-risk Physical Damage, Bodily Injury & Property Damage and an endorsement that names Lessor as an additionally insured and loss payee under all liability and property coverage. Lessee may opt, subject to prior written approval of Lessor, to self-insure the Equipment under the same risk parameters detailed above.
Appropriations:	For State Governments, Local Governments, and Political Subdivisions thereof, the resulting lease will contain a clause subjecting the lease to continued appropriations of necessary funds. The Lessee will covenant that it will do all things legally within its power to obtain and maintain funds from which rental payments may be made and will not give priority or parity in the application of funds for functionally similar equipment during the term of any resulting lease.
Documentation:	Duly executed Lease or Master Lease Schedule and other documents including, but not limited to Certificates of Acceptance, Opinions of Counsel, Insurance Certificates, Essential Use Statements and UCC Financing Statements that may be applicable and are reasonably requested by Lessor. IRS Form 8038G or 8038GC will be applicable. Samples of all documentation are available upon request.
Approvals:	Credit approval is conditioned upon the Lessee's compliance of all existing lease and loan agreements. Final credit approval is subject to Lessor credit committee review and reasonable expectations of continued appropriations for the equipment quoted. Lessee may be asked to provide Financial Statements and other supporting documentation as necessary for such review.
Lease Representative:	Caren Wright
Phone:	512-728-6628
Fax:	512-283-9131
Email:	caren_wright@dell.com



EFFECTIVE DATE: March 07, 2008
MASTER LEASE AGREEMENT NO. _

LESSOR: DELL FINANCIAL SERVICES L.P. <u>Payment Address:</u> Payment Processing Center 4319 Collection Center Dr. Chicago, IL 60693	LESSEE: Town of Davie <u>Principal Address:</u> 6591 Orange Drive Davie, FL 33314 Fax: Attention: Vicky Whatley
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This Master Lease Agreement (this "Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller") named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent"), and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease ("collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Licensed Materials shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall (a) comply with all terms and conditions of any Licensed Materials and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider maintenance and operating manuals, documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location(s) specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, if any, Lessee will (a) remove all proprietary data from the Products; and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packaging and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease

Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the time the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted, (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. For the Lease Term, Lessee shall ensure that the Products are covered by a manufacturer approved maintenance agreement or, with Lessor's prior consent, are self-maintained in accordance with the standards set forth herein. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as a loss payee; (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to the Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to the Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by

Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY

PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Documents is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days;

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION.

(a) Upon an Event of Default under any Schedule, all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be canceled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion ("Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including action for specific performance) to enforce the performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred or is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to the Products (other than the Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep the Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings upon Products by Lessor, Seller or any other supplier.

18. NON-PERFORMANCE BY LESSEE.

If Lessee shall fail to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective on the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services

L.P., Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY Florida LAW WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN BROWARD COUNTY, Florida AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS .

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the termination or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provision with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings

as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.
Town of Davie
"Lessee"
BY: _____
NAME: _____
TITLE: _____
DELL FINANCIAL SERVICES L.P.
"Lessor"
BY: _____
NAME: _____
TITLE: _____

BILLING AND LEASE SCHEDULE INFORMATION



(THIS FORM MUST BE COMPLETED BY THE INDIVIDUAL SIGNING THE DOCUMENTS AND A MEMBER OF YOUR ACCOUNTS PAYABLE TEAM)

I. INVOICING/BILLING:

Will your accounts payable be for:

- 1 Central Location 1 for each Dept, Campus, Agency (need address for each)

Customer's accounts payable address for invoices

Company Name: Town of Davie
(as filed with your Secretary of State)
Address:
City, State, Zip:
County:
Attention:
Telephone Number:
Fax: Number:
E-Mail Address:

Is a Purchase Order # required on the invoice? Yes No

TAX: Where required, Sales/Use Tax will be assessed and invoiced.

Does the Customer hold a valid exemption or direct pay certificate? Yes No
If yes, please ATTACH a copy of the certificate for each state to this document.

(NOTE: A certificate must be provided for each state in which leased Products are located.)

UCC Information Required:

Federal Tax ID#: Type Of Organization:
State Of Organization: State ID#:

How will your Purchase Orders be placed? Will one Purchase Order cover:

- 1 Order Release Multiple Order Releases Blanket Purchase Order
1 Ship to Address Multiple Ship To Locations
1 Group Only Multiple Groups (Depts, Campuses, Agencies)

Entire Lease Term Specific Periods - Explain _____

Please Describe your Requirements?

Will Shipping be: Financed Billed Separately No charge by Dell
Can you have: More than one PO#/Invoice Only 1 PO#/Invoice
Can your PO be: Split between 2 or more invoices Must be fulfilled in 1 Invoice
Will you lease: Dell Equipment only Other Vendor(s) Equipment

Please Describe your Organizational Structure:

Commercial Public/Municipal Other-Explain _____
 1 Group Only Multiple Groups (Depts, Campuses, Agencies)
 1 Accounts Payable Multiple Accounts Payable (1 per Dept, Campus, Agency)
 Lease Schedules will be reviewed by one person Requires multiple step approval process

Commencement is:

1st of following month Acceptance Other - Explain _____

Interim Rent is:

Charged Not charged Other - Explain _____

Property Tax is:

Rebilled Annually Other - Explain _____

Fiscal Year is from _____ to _____.

Notations:

II. PREPARING CUSTOMER'S A/P SYSTEM TO REMIT PAYMENTS TO DFS:

Below is information commonly requested by customers in order to assist them in setting up their accounts payable system to pay DFS:

Payee Name and Address:

DFS Acceptance
P.O. Box 99355

Chicago, IL 60693

DFS's Federal Tax ID # is: 74-2825828

What information will you require in order to set up payments to DFS as a recurring payable?

III. PAYMENT METHODS to DFS

VIA CHECK

Mail To: DFS Acceptance
P.O. Box 99355
Chicago, IL 60693

VIA WIRE TRANSFER

Please reference all information listed below to ensure proper credit each time a wire transfer is made:

Payable to: Dell Financial Services L.P.
ABA #: 026009593
Account #: 81882-04944
Contract#: _____
Schedule #: _____
DFS Invoice #: _____

VIA ACH

Payable to: Dell Financial Services L.P.
ABA #: 1211-0825-0
Account #: 81882-04944
Contract#: _____
Schedule #: _____
DFS Invoice #: _____

IV. LEASE SCHEDULES:

Please refer to the Lease Schedule Sample attached.

Name of recipient(s) to receive monthly Lease Schedules **to reconcile:**

Attention: _____
Address: _____
City, State Zip: _____
Phone & FAX Numbers: _____
E-mail address: _____

Name of individual(s) **to sign** monthly Lease Schedules (this individual should be named as an authorized signatory on the Secretary/Clerk Certificate):

Attention: _____
Address: _____
City, State Zip: _____
Phone & FAX Numbers: _____
E-mail address: _____

V. LEASED ASSET REPORT

Please refer to the attached Lease Asset Report Sample.

Will you require a Leased Asset Report? Yes No

If yes, how frequent? Monthly Quarterly Annually Other _____

Attention: _____
Address: _____
City, State Zip: _____
Telephone Number: _____
Fax Number: _____
E-mail address: _____

Would you prefer to have your Leased Asset Report posted to your Premiere Page? Yes No

Login: _____
Address: _____

PLEASE ADVISE LESSOR AT THE ADDRESS LISTED BELOW OF CHANGES IN THE INFORMATION PROVIDED ABOVE.

Please return this document along with all other required documents to:

DELL FINANCIAL SERVICES L.P.
Public Segment Lease Administration
12234 N IH 35
Austin TX 78753
Attn: AVA HERNANDEZ

Completed By:

Lessee: Lessee Document Signatory	Lessee Accounts Payable Representative
By: _____	_____
Name: _____	_____
Title: _____	_____
Date: _____	_____

[IF LESSEE WILL PROCURE INSURANCE PURSUANT TO THE MLA]

**INSURANCE INFORMATION CERTIFICATE
To Be Submitted on Lessee's Letterhead**

To: Dell Financial Services L.P.
12234 N. IH 35
Austin, TX 78753-1705

Re: Insurance under Master Lease Agreement No. _____ effective March
07, 2008 (the "Agreement") with Dell Financial Services L.P. ("DFS") as Lessor.

Dear Sir/Madam:

Pursuant to the Agreement, we have instructed the insurance broker/agent named below (please fill in name, address, and telephone number)

NAME: _____

ADDRESS: _____

TELEPHONE: _____

TELEFAX: _____

to issue:

- A. All Risk Physical Damage Insurance on the leased Products evidenced by a Certificate of Insurance naming "Dell Financial Services L.P. or its assignee" as Lender Loss Payee; and
- B. Public Liability Insurance evidenced by a Certificate of Insurance naming "Dell Financial Services L.P. or its assignee" as an Additional Insured.

We have further instructed the insurance broker/agent to (i) provide DFS or its assignee with thirty (30) days prior written notice of any material changes in coverage, cancellation or non-renewal and (ii) include the following endorsement in the policy:

"The insurance under this policy shall be primary insurance and the company insurer shall be liable under this policy for the full amount of the loss up to and including the total limits of liability herein without right of contribution from any other insurance effected by Dell Financial Services L.P. or its assigns under any policy with any insurance company covering a loss covered under this policy."

Very truly yours,

Town of Davie

BY: _____
Risk Management Department

ITS: _____
Name/Title/Date

[IF LESSEE INTENDS TO SELF-INSURE PURSUANT TO THE MLA]

INSURANCE INFORMATION CERTIFICATE
To Be Submitted on Lessee's Letterhead

To: Dell Financial Services L.P.
P.O. Box 811550
Chicago, IL 60681-1550

Re: Self-Insurance under Master Lease Agreement No. _____
effective March 07, 2008 (the "Agreement") with Dell Financial Services
L.P. ("DFS") as Lessor.

Dear Sir/Madam:

Pursuant to the Agreement, this letter confirms that all Products leased under **Town of Davie's** program of self-insurance, which program will be maintained in accordance with the standards set forth in the Agreement. Lessee agrees to provide DFS with a copy of the statute authorizing this form of insurance. **Town of Davie** agrees that prior to discontinuing the self-insurance program it will give DFS reasonable notice and a Certificate of Insurance in accordance with the terms of the Agreement and agrees to procure third party insurance in the amounts necessary.

Very truly yours,

Town of Davie

BY: _____

Risk Management Department

ITS: _____
Name/Title/Date

SELF-INSURANCE QUESTIONNAIRE

1. Does the Lessee intend to self-insure for:
 - a. damage or destruction to the Products? Yes _____ No _____
 - b. liability for injury (including death) to persons? Yes _____ No _____
2. What are the limits (in dollars) of the liability the Lessee proposes to assume for claims under question (1) above? _____
3. Does the Lessee maintain an umbrella insurance policy for claims in excess of Lessee's self-insurance limits under question (2) above? Yes _____ No _____. If yes,
 - a. Does the umbrella policy provide all-risk property damage coverage and coverage for liability for injuries, including death, to persons? Yes _____ No _____
 - b. What are the umbrella policy's limits for such property damage and liability coverage? _____
4. From what source does the Lessee obtain funds to pay its self-insured liabilities? _____
 - a. Does the Lessee maintain a self-insurance fund? Yes _____ No _____ If yes,
 - i. Are the monies in this fund subject to annual appropriations? Yes _____ No _____
 - ii. What total amount is maintained in the fund to cover the Lessee's self-insurance liabilities? _____
 - iii. Are amounts paid from the fund subject to limitations per each claim? Yes _____ No _____
 - iv. If the Lessee does not maintain an umbrella policy, are claims limited only to amounts available in the fund, or may a claimant pursue other avenues of relief against the Lessee? Yes _____ No _____
 - v. Who or what is the decision making authority for payment of claims submitted against the Lessee? _____
 - vi. If a claimant receives an adverse decision from the entity described in question 4(a)(v) above, does the claimant have recourse to the courts or to another administrative agency (i.e. who/what is the authority of last resort for paying a claim against the Lessee's self-insurance liability)? _____
 - b. If the Lessee does not maintain a self-insurance fund, from what source(s) does the Lessee obtain funds to pay claims against its self-insured liability? _____
 - i. What are the limitations and amounts payable for claims against these funding sources? _____
 - ii. Who/What is the entity authorizing payment from a claim against the Lessee's self-insurance liability? _____
 - iii. Who/What is the authority of last resort for paying a claim against the Lessee's self-insurance liability? _____

[Customer Letterhead]

March 07, 2008

Dell Financial Services L.P.
One Dell Way
Bldg P35B
Round Rock, TX 78682
Attn: Lease Administration Manager

Re: Self-Insurance under Master Lease Agreement Number
_____ effective March 07, 2008 (the "Agreement")
between Town of Davie ("Lessee") and Dell Financial Services L.P.
("Lessor")

Dear Sir/Madam:

This letter confirms that all Products leased under the Agreement are covered under Lessee's program of self-insurance, such program being maintained in accordance with Lessee's existing self-insurance program for equipment owned by Lessee. Lessee agrees that prior to discontinuing the self-insurance program it will give Lessor notice and a certificate of insurance, and agrees to procure third party insurance in the amounts necessary to cover all Equipment on lease.

Very truly yours,

Town of Davie

By: _____
Risk Management Department

Its: _____
Title/Date

**SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.P.
12234 N. IH 35
Austin, TX 78753-1705
ATTN: _____

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. _____, dated as of _____, 200_, and the Lease Purchase Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____, 200_ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.P. (the "Lessor").

Based on our examination of the Agreement, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records, papers as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Code, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement;

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes;

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose

contemplated by the Agreement and may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.