

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Richard Boyhan 954-797-1008  
**PREPARED BY:** Richard Boyhan, Provisional Director of IT  
**SUBJECT:** Resolution  
**AFFECTED DISTRICT:** N/A

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING LEASE PRUCHASE SCHEDULE NO. 810-6449382-001 FROM DELL FINANCIAL SERVICES L.P.

**REPORT IN BRIEF:** The Town of Davie has approved the use of Dell Master Lease Agreement 6449382 and now needs to sign the Lease Purchase Schedule No. 810-6449382-001, so that Dell can start billing the Town of Davie.

**PREVIOUS ACTIONS:** Resolution R-2008-55

**CONCURRENCES:** Town Administration, Technology & Information Management Department.

**FISCAL IMPACT:** not applicable

Has request been budgeted? Yes

If yes, expected cost: \$ 21,165.09/ year \$ 105,826.90 over 5 years

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

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** DFS Public Sch TELP FL 810-6449382-001.pdf, Exhibit 001.xls,  
Amort 001.pdf

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING LEASE PRUCHASE SCHEDULE NO. 810-6449382-001 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, R-2008-55 was a Master Lease agreement that was approved and that allowed the Town of Davie to lease with Dell Financial Services L.P.; 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 Lease Purchase Schedule number 810-6449382-001 from Dell Financial Services L.P. for the amount of \$21,165.09/year for 5 years.

SECTION 2. 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

# DELL | Financial Services

TOWN OF DAVIE  
LEASE PURCHASE SCHEDULE NO. 810-6449382-001 TO MASTER LEASE AGREEMENT NO. 6449382

COUNTERPART NO. 1 OF 2 COUNTERPARTS. POSSESSION AND TRANSFER OF COUNTERPART NO. 1 OF THIS SCHEDULE IS THE ONLY EFFECTIVE MEANS TO TRANSFER OWNERSHIP OF OR CREATE A SECURITY INTEREST IN THIS SCHEDULE.

THIS SCHEDULE IS SUBJECT TO THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 6449382 ("Agreement") DATED March 25, 2008 BETWEEN DELL FINANCIAL SERVICES L.L.C ("Lessor") AND TOWN OF DAVIE ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Attachment "A" attached to and forming an integral part of this Schedule.

PRODUCT SELLER: [Dell Inc., One Dell Way, Round Rock, TX 78682]

| <u>Product Description</u> | <u>Product Location</u> | <u>Lessee Purchase Order No.</u> | <u>Primary Term (Mos.)</u> | <u>Commencement Date*</u> |
|----------------------------|-------------------------|----------------------------------|----------------------------|---------------------------|
| See Exhibit A              | USA                     | 034115                           | 60                         | <b>May 1, 2008</b>        |

Rent is payable:  in advance;  in arrears

\* The Commencement Date may be extended for one month (or quarter or year as appropriate) increments until the Schedule is returned in accordance with the terms stated in Section 2(a) of the Agreement. Lessor may charge Lessee a prorated portion of the Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

## RENT AND PURCHASE PRICE SCHEDULE

The following sets forth the Rent and Purchase Price relating to this Schedule to the Agreement:

a. *Rent.* The Rent shall be in the amounts set forth in the "Rent" column of the Rent and Purchase Price Schedule set forth below. Rent shall commence on the date on which the Products listed in this Schedule are accepted by Lessee as described in Section 2(a) of the Agreement and shall be Annually in sequence for the duration of the Lease Term.

b. *Purchase Price.* The Purchase Price at any particular time for the Products listed in this Schedule shall be the amount set forth for such time in the "Purchase Price" column of the Rent and Purchase Price Schedule set forth below. The Purchase Price is in addition to all Rent then due under this Schedule (including the Rent shown on the same line in the Payment Schedule).

c. *Payment Schedule.* The Payment Schedule is as set forth below. Although a Purchase Price is shown for each Payment Number, the Products listed in this Schedule may be purchased only as provided and at such times as set forth in Paragraph 7. Purchase Option of this Schedule.

| <u>Payment Number</u> | <u>Rent</u> | <u>Interest Portion</u> | <u>Principal Portion</u> | <u>Purchase Price</u> |
|-----------------------|-------------|-------------------------|--------------------------|-----------------------|
|-----------------------|-------------|-------------------------|--------------------------|-----------------------|

TOWN OF DAVIE  
LEASE PURCHASE SCHEDULE NO. 810-6449382-001  
(continued)

## LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **SECTION 3. RENT; PAYMENT OBLIGATION.** Lessor and Lessee contemplate that the Products will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Products will be exempt from all sales, use and property taxes.

2. **SECTION 6. PERFORMANCE BY LESSOR.** For purposes of this Schedule, Section 6 is hereby amended in its entirety to read as follows: "Lessor shall have the right to accept or reject in Lessor's sole discretion any request by Lessee for the leasing of Products under this Agreement. Each Schedule shall be binding upon Lessor and Lessee in accordance with the terms contained herein. Lessor shall have no obligations with regard to any Schedule unless Lessee provides to Lessor the Documents, an opinion of counsel to the effect that the interest portion of the Rent is not includible in gross income for Federal income tax purposes and will not constitute a tax preference under Section 57 of the Code, for purposes of computing the alternative minimum tax imposed pursuant to Section 55 of the Code and Lessor receives clear and unencumbered title to the Products (excluding Licensed Materials) either through an assignment of Lessee's rights and interests in the Products or otherwise. In the event Lessor has not received such Documents or title to the Products prior to the Commencement Date of the applicable Schedule, Lessor may terminate its obligations hereunder, and reassign all rights and obligations with respect to the Products to Lessee without recourse or warranty. Lessee shall thereafter promptly reimburse Lessor for all expenses and other amounts incurred by Lessor with respect to such Products and transaction, plus interest from the date such amounts were disbursed by Lessor through the date such amounts are reimbursed by Lessee at the Overdue Rate."

3. **SECTION 12. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.** For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor; (k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; (l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; (m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule; (n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof; (o) No fund or account which secures or otherwise relates to the Rent has been established; (p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes; (q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code; (r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made; (s) To the best of our knowledge, information and belief, the above expectations are reasonable; and (t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Without limiting the generality of the foregoing, Lessee shall acknowledge any assignment of this Schedule in writing and complete an accurate record of all such assignments in a manner that complies with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder."

4. **SECTION 13. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.** For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete paragraph (d).

5. **TITLE TO THE EQUIPMENT.** If Lessee has not terminated the Lease in accordance with Section 4 of the Agreement and no Event of Default has occurred and is continuing, then upon payment of all Rent and other amounts due under this Schedule and the Agreement, at the end of the Lease Term, Lessee is entitled to Lessor's interest in the Products "AS IS, WHERE IS," without any warranty or representation by Lessor, express or implied, other than the absence of any liens by, through or under Lessor. Lessee will deliver to Lessor documents reasonably requested by Lessor to give public notice of Lessor's interest in the Products.

**TOWN OF DAVIE**  
**LEASE PURCHASE SCHEDULE NO. 810-6449382-001**  
**(continued)**

6. **PURCHASE OPTION.** Lessee shall have the option to purchase Lessor's interest in all of the Products listed in this Schedule, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms:

(i) On the date of the last Rent payment set forth in this Schedule (assuming the Agreement is renewed at the end of the Primary Term and each renewal term), if the Agreement is still in effect on such day, upon payment in full of the Rent payments due on this Schedule and the payment of One (1) Dollar to Lessor; or

(ii) On the last day of the Primary Term or any renewal term then in effect, upon payment in full to Lessor of the Rent payments then due on this Schedule plus the then applicable Purchase Price set forth on this Schedule; or

(iii) Provided that no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time, or both, would constitute an Event of Default, Lessee will have the right to terminate this Schedule on any Lease Payment date set forth in this Schedule by paying Lessor, on such date, the Rent payment then due under such Rent and Purchase Price Schedule, the Purchase Price amount set forth opposite such date, and any other amounts then due Lessor under the Agreement with respect to the Products.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

7. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert the Commencement Date on this Schedule as determined pursuant to Section 2(a) of the Agreement and, where applicable (including on any Attachment "A" hereto), the serial numbers of the Products. Lessor and Lessee hereby ratify and confirm the Agreement, the terms and provisions of which are hereby incorporated by reference and made a part hereof. In the event of any conflict between the terms of this Schedule and the terms of the Agreement, the terms of this Schedule shall prevail.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule, including page[s] 2 [and \_\_\_] hereto and the attached Attachment "A" and Attachment "B". Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of payments of Rent on this Schedule.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Schedule to be executed in their names by their duly authorized representatives as of the date first above written.

**TOWN OF DAVIE**  
(Lessee)

**DELL FINANCIAL SERVICES L.L.C.**  
(Lessor)

By: \_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Name/Title)  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Name/Title)  
\_\_\_\_\_  
(Date)







**Town of Davie**  
**Amortization Schedule**  
**Schedule 810-6449382-001**  
**Attachment B**

| Payment # | Payment     | Interest   | Principal   | Purchase Price |
|-----------|-------------|------------|-------------|----------------|
| 1         | \$21,165.09 | \$0.00     | \$21,165.09 | \$78,405.99    |
| 2         | \$21,165.09 | \$3,862.60 | \$17,302.49 | \$61,103.50    |
| 3         | \$21,165.09 | \$2,968.65 | \$18,196.44 | \$42,907.06    |
| 4         | \$21,165.09 | \$2,028.51 | \$19,136.58 | \$23,770.48    |
| 5         | \$21,165.09 | \$1,039.80 | \$20,125.29 | \$0.00         |