



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Commission Chambers
February 21, 2017

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Marlon Bolton

1. Roll Out of Beautification Program

Roll Out of Beautification Program - ***Community Development Director Maxine Calloway and Housing & Neighborhood Programs Manager Coleen Christie***

2. TR12895 - PC Lease with Lenovo Financial Services

Item 6 (b) on the Consent Agenda. (TR12895) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a master lease agreement with Lenovo Financial Services to lease two hundred and twenty-two (222) desktops and laptops for three (3) years at an annual cost of \$71,883.00 for a total cost of \$215,649 at the end of three years; authorize the acquisition of three hundred and twenty-seven (327) monitors from Lenovo at a cost not to exceed \$68,663, providing for conflicts; providing for severability; and providing for an effective date. - ***Information Technology Director Levent Sucuoglu and Financial Services Director Mark Mason***

Commission District(s): Citywide

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

A handwritten signature in blue ink, reading "Patricia Teufel". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Marlon Bolton

Commissioner Marlon Bolton



Title - Roll Out of Beautification Program

Roll Out of Beautification Program - ***Community Development Director Maxine Calloway and Housing & Neighborhood Programs Manager Coleen Christie***



Title - TR12895 - PC Lease with Lenovo Financial Services

Item 6 (b) on the Consent Agenda. (TR12895) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute a master lease agreement with Lenovo Financial Services to lease two hundred and twenty-two (222) desktops and laptops for three (3) years at an annual cost of \$71,883.00 for a total cost of \$215,649 at the end of three years; authorize the acquisition of three hundred and twenty-seven (327) monitors from Lenovo at a cost not to exceed \$68,663, providing for conflicts; providing for severability; and providing for an effective date. - ***Information Technology Director Levent Sucuoglu and Financial Services Director Mark Mason***

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12895 PC Lease - Staff Report	2/9/2017	Cover Memo
▣ TR12895 PC Lease - Resolution	2/9/2017	Resolution
▣ TR12895 PC Lease - Exhibit 1	1/25/2017	Exhibit
▣ TR12895 PC Lease - Exhibit 2	1/25/2017	Exhibit
▣ TR12895 PC Lease - Exhibit 3	1/25/2017	Exhibit
▣ TR12895 PC Lease - Exhibit 4	1/25/2017	Exhibit
▣ TR12895 PC Lease - Exhibit 5	2/8/2017	Exhibit
▣ TR12895 PC Lease - Exhibit 6	2/9/2017	Exhibit
▣ TR12895 PC Lease - Exhibit 7	2/9/2017	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
INFORMATION TECHNOLOGY DEPARTMENT

TO: Michael C. Cernech
City Manager

DATE: January 24, 2017

FROM: Levent Sucuoglu
Director of Information
Technology

RE: TR12895 –Lease Agreement
With Lenovo Financial Services

Recommendation:

Place temporary resolution 12895 on the February 22, 2017 Commission Meeting Agenda for approval of the Lease Agreement with Lenovo Financial Services to lease 222 desktops, laptops and accessories for three (3) years at an annual cost of \$71,883 and authorize the acquisition of , three hundred and twenty-seven (327) monitors in various sizes from Lenovo under NASPO Value Point (Florida) Contract #43211500-WSCA-15-ACS at a cost not to exceed \$68,663, including twenty-four (24) monitors purchased in November 2016 in the amount of \$6,580.

Issue:

Replacement of 222 obsolete desktops and laptops that were leased / purchased at different times, with the oldest group dating to 2011 and the newest group dating to 2012 and replace and add three hundred and twenty-seven (327) monitors in various sizes from Lenovo to match the new computer equipment.

Background:

In Tamarac, technology is one of the key components for efficient delivery of City services. A desktop or a laptop PC (PCs) is often how our employees access a variety of technologies available to operate the City and to deliver our services.

Existing PCs are more than five or six years old and have already far exceeded their expected lifecycle. They were originally planned for replacement in FY 16 however the timing was pushed out due to competing projects.

A request for quotes were sent out with the required configurations as shown in Exhibit 1.

We have received three quotes for the new PCs in a variety of configurations which are outlined in Exhibits 2-4. Quotes reflect pricing negotiated above and beyond NASPO (Florida) Contract #43211500-WSCA-15-ACS for computer equipment, peripherals and services.

Below is the tabulation of the proposals for the Fair Market Value (FMV) lease of PCs for three (3) years:

Annual Lease Rates - 3 Year Term			
Company	Cost/Cash Price for Equipment	Annual Payment	Total Payment
Lenovo Financial Services	\$ 236,920.67	\$ 71,883.00	\$ 215,649.00
HP Enterprise Financial Services	\$ 255,328.00	\$ 76,550.00	\$ 229,650.00
Dell Financial Services	\$ 262,127.00	\$ 81,327.82	\$ 243,981.00

The Lenovo Lease Rate is -8.2%.

The Director of Financial Services and I recommend three (3) year FMV lease with Lenovo Financial Services for the procurement of 222 PCs in various configurations at an annual cost of \$71,883.00 for a total cost of \$215,649.00 at the end of the lease term.

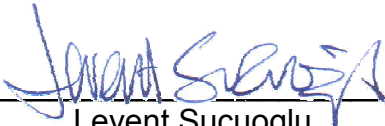
In addition, 303 monitors that are 24 inches or larger are needed to match the proposed PCs above. HP, Dell and Lenovo included pricing for monitors in their proposals. However, Lenovo proposal was the only one meeting the requirements such as built in webcam and speakers.

Monitors have a much longer useful life than computer equipment that it makes sense to purchase them separately from the leased equipment and therefore Director of Financial Services and I recommend the purchase of the three hundred and twenty-seven (327) monitors in various sizes from Lenovo at a total cost of \$68,663 including twenty-four (24) monitors purchased in November 2016 in the amount of \$6,580.

Financial Impact:

Lease payments would be made from 001-8100-513-4403 – PC Lease Fund Account in the amount of \$71,883 annually for a total amount over the life of the lease of \$215,649.

Funding for the monitors will be provided for in the operating department funds to which the monitors will be assigned to.


Levent Sucuoglu

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A MASTER LEASE AGREEMENT WITH LENOVO FINANCIAL SERVICES TO LEASE TWO HUNDRED AND TWENTY-TWO (222) DESKTOPS AND LAPTOPS FOR THREE (3) YEARS AT AN ANNUAL COST OF \$71,883.00 FOR A TOTAL COST OF \$215,649 AT THE END OF THREE YEARS; AUTHORIZE THE ACQUISITION OF THREE HUNDRED AND TWENTY-SEVEN (327) MONITORS FROM LENOVO AT A COST NOT TO EXCEED \$68,663, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, technology is one of the key components for efficient delivery of City services, and

WHEREAS, a desktop or a laptop is often how our employees access to a variety of technologies available to perform the daily City functions and to deliver our services; and

WHEREAS, hardware and software needs to be updated to ensure continuity of services and to remain compatible with the internal and external systems; and

WHEREAS, The City is in the process of deploying Microsoft Office 365 and Microsoft Windows 10 throughout the City; and

WHEREAS, two hundred and twenty-two (222) desktops and laptops have been identified that are five to six years old that cannot accommodate the new software and need to be replaced; and

WHEREAS, we requested and received three quotes from vendors attached hereto as Exhibits 2, 3 and 4 and tabulated below:

Annual Lease Rates - 3 Year Term			
Company	Cost/Cash Price for Equipment	Annual Payment	Total Payment
Lenovo Financial Services	\$ 236,920.67	\$ 71,883.00	\$ 215,649.00
HP Enterprise Financial Services	\$ 255,328.00	\$ 76,550.00	\$ 229,650.00
Dell Financial Services	\$ 262,127.00	\$ 81,327.82	\$ 243,981.00

; and

WHEREAS, Lenovo Financial Services provided the most favorable quote at \$71,883.00 per year for three years; and

WHEREAS, the PCs are covered under Lenovo warranty for the duration of the lease and returned to Lenovo at the end of the lease period; and

WHEREAS, Lenovo Financial Services requires a Master State & Local Government Lease Agreement attached hereto as Exhibit 5 be approved prior to the leasing of the PCs; and

WHEREAS, three hundred and twenty-seven (327) monitors in various sizes are needed to match the proposed PCs; and

WHEREAS, monitors have a much longer useful life than computer equipment that it makes sense to purchase them separately from the leased equipment; and

WHEREAS, proposals were received from Dell, HP and Lenovo and only Lenovo monitors met the required specifications; and

WHEREAS, Lenovo proposed three hundred and three (303) monitors in sizes 24, 27 and 32 inches at a cost of \$62,083 as shown in quote attached hereto as Exhibit 6; and

WHEREAS, twenty-four (24) monitors were purchased from Lenovo in advance at a cost of \$6,580 as shown in Purchase Order 200398 dated November 28, 2016 attached hereto as Exhibit 7; and

WHEREAS, the Director of Financial Services and the Director of IT recommend

approval of the Master State & Local Government Lease Agreement from Lenovo Financial Services and the purchase of three hundred and three (303) monitors from Lenovo; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve the Master State & Local Government Lease Agreement with Lenovo Financial Services to lease 222 PCs for three years at an annual cost of \$71,883.00 for a total cost of \$215,649.00 at the end of the three-year lease term and the purchase of three hundred and twenty-seven (327) monitors from Lenovo under NASPO Value-Point (Florida) Contract #43211500-WSCA-15-ACS at a cost not to exceed \$68,663, including twenty-four (24) monitors purchased in November 2016 in the amount of \$6,580.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits referenced herein are incorporated and made a specific part of this resolution.

SECTION 2: The City Commission approves the Master State & Local Government Lease Agreement and the appropriate City Officials are hereby authorized to execute the Master State & Local Government Lease Agreement with Lenovo Financial Services to lease 222 PCs for three years at an annual cost of \$71,883.00 for a total cost of \$215,649.

SECTION 3: The City Commission approves the purchase of three hundred and twenty-seven (327) monitors from Lenovo under NASPO Value Point (Florida) Contract #43211500-WSCA-15-ACS at a cost not to exceed \$68,663, including twenty-four (24) monitors purchased in November 2016 in the amount of \$6,580.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby

repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2017.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

September 2, 2016

City of Tamarac
PC Replacement Program
Terms and Conditions – COT Supplement

Warranty

- Next business day on-site warranty for the duration of the lease option
- Accidental damage protection (laptops, tablets, hybrids) for the duration of the lease

Hardware

- I7 or better
- 16 GB RAM (32 for workstations)
- GB NIC
- Wireless Adapters (N,G,AC)
- GOBI Chip for Laptops, tablets, hybrids
- 13 inch to 14 inch screen size for laptops / tablets
- Touch screen for laptops / tablets
- Desktop mounting kit behind the monitor
- Docking station with charging, turn on / off, three monitor support

Software

- Windows 10 Home License (Not installed)
- City of Tamarac provided image to be installed



Budgetary Finance Proposal

To: City of Tamarac
From: Diane Orr-Fisher
Date: January 19, 2017

Lenovo Financial Services (LFS) is pleased to propose the following equipment financing solution for City of Tamarac. I would be delighted to discuss with you in greater detail how LFS can assist you in creating a sustainable refresh plan for your IT equipment. LFS is uniquely qualified to support and manage opportunities with customized and integrated processes that complement or work in parallel with Lenovo and your business partner. Some benefits you may enjoy when financing with us are:

- ***Total Life-Cycle Management*** – We offer life-cycle management of your technology assets from acquisition to disposition allowing your organization to always have the most current technology at the lowest cost. LFS will work with your supplier to ensure a seamless procurement process.
- ***Lower Upfront Costs*** – 100% financing reduces deployment costs, providing your company with an ability to acquire the IT assets you need today without impacting cash flow. In addition to preserving working capital and keeping credit lines intact, using an LFS finance solution allows a quicker ROI.
- ***Ability to Bundle Costs*** – LFS offers you the option of financing your entire IT solution including, hardware, software, and business partner services into one transaction.
- ***Protection Against Advancing Technology*** – Financing through LFS allows you to utilize the latest technological advances with minimal financial impact or risk. Depending upon the lease structure selected you can add-on or upgrade during the term of the contract, or you can choose to return, extend or purchase the assets at the end of the contract.
- ***Premier Client/Optional Services*** – These services are available to major accounts that typically feature an extensive number of assets in multiple locations. We assign a dedicated specialist to serve you during the life of the relationship. Your specialist develops a deep understanding of your invoice and payment requirements as well as other unique elements of your transaction. LFS welcomes the opportunity to discuss optional services such as “pack and ship” and data scrubbing with certification.
- ***Quality Digital Solutions*** – QDS is our online customer portal allowing you 24/7 access to manage your IT financed assets. From this site you can manage your entire portfolio of lease schedules and contract information.

Lenovo Financial Services quote parameters for this opportunity are as follows:

Lessee: City of Tamarac

Lessor: Lenovo Financial Services ("LFS")

Equipment: See Lenovo's equipment response and below

Equipment Cost: See below

Term: 36 month, Fair Market Value Lease options, 1st payment due 30 days from lease commencement.

Three year option FMV annual payments

Equipment	Cost	FMV 3 year Annual payment
131 - M700	\$ 79,169.85	\$ 23,704
84 - X1 Yoga	\$ 136,458.00	\$ 41,702
4 - P310	\$ 5,042.00	\$ 1,510
2 - P70	\$ 3,897.00	\$ 1,191
2 – WS Dock	\$ 389.98	\$ 119
131 Mounting Kit	\$ 2,749.69	\$ 841
85 Onelink Dock	\$ 7,649.15	\$ 2,338
1 –X1 Yoga	\$ 1,565	\$ 478

Implicit rate on this quote is -8.2%

FMV Purchase Option: At the end of the lease term, provided all obligations have been met, you may exercise one of the following options:

- 1) Return some or all of the equipment to LFS, or
- 2) Purchase some or all of the units for the then Fair Market Value as defined in the MLA, or
- 3) Renew some or all, of the units for a fixed term at the Fair Market Value renewal rate.

Credit Conditions: This quote is subject to final credit approval and assumes agreement to and approval of lease documentation by LFS including, but not limited to a Master Lease Agreement and any other associated documentation reasonably required by LFS.

Pricing Conditions: The rate factor used to determine the payment provided in your quote, and on this Lease, is valid for 30 days from the date the quote was issued. Between the 30th and 90th day, the rate factor used in establishing your payment may change if the like term swap rates move by more than 25 basis points from the like term swap rate in effect on the date your quote was issued. LFS reserves the right to re-price this transaction in the event of a major dislocation in the financial markets or after 90 days past the quote date. Rates provided are subject to LFS' final credit, equipment/soft-cost configuration, and documentation review and approval.

Legal Opinion

Lessee will be required to provide an attorney's opinion for this transaction to certify, among other things, that the transaction (and the related documentation) has been duly authorized, executed, delivered, and that it constitutes a legal, valid, and binding obligation in accordance with its terms.

Non-Appropriation

The financing or lease will be subject to termination in subsequent fiscal years if sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment or other services performing similar functions and services

This document is not intended to be a binding agreement to the parties with respect to the subject matter hereof. A binding agreement will not occur unless and until all necessary corporate approvals have been obtained and the parties have negotiated, approved, executed and delivered definitive agreements. Until execution and delivery all definitive agreements, the parties shall each have the absolute right to terminate all negotiations for any reason without liability or obligation.

LFS trusts you will find the above proposal acceptable to your specific financing needs. Please let me know if you would like us to present alternative terms and pricing that may better suit your requirements.

Diane Orr-Fisher
Regional Finance Manager
Lenovo Financial Services
Email: diane.orr-fisher@lenovofs.com



Hewlett Packard Enterprise Financial Services
An HPE Company
200 Connell Drive
Berkeley Heights, NJ, 07922
www.hp.com

January 23, 2017

Hewlett Packard Enterprise Financial Services Company "HPEFS" is pleased to provide City of Tamarac, FL with the following proposal for a possible lease/financing transaction with HPEFS subject to the terms of this letter.

Lessor: Hewlett Packard Enterprise Financial Services Company
Lessee: City of Tamarac, FL
Supplier/Vendor: Office Depot - HPI
Lease Plan/Type: Fair Market Value (FMV)

Lease Term/Term (in months): 36 months - see payment structures below

Equipment: [See attached equipment list](#)

Payment Structure:	Cost/Cash Price	Payment Factor	Payment Amount	Rate	Total Payments
36 Monthly - Quote 31107 Rev. 1	\$255,328	0.02563	\$6,544	-5.15%	\$235,571
3 annual - Quote 31107 Rev. 1	\$255,328	0.29981	\$76,550	-9.74%	\$229,650

The Payment Factor(s) and Payment Amount(s) above are based on the Products, Product mix and Cost/Cash Price in the attached equipment list. These will be subject to change if quote

Quote Expiration: The pricing set forth in this proposal shall expire as of 3/31/2017

Net Lease: Lessee shall be responsible for any and all taxes, fees, maintenance, insurance, registration and other fees and charges relating to the purchase, lease, ownership, possession and use of the Equipment.

End of Lease Term Options: FMV Purchase Option (applicable only if Lease Plan above is FMV purchase option):
Upon expiration of the original FMV lease term, Lessee may exercise the following options:
a) Continue to lease on a month-to-month basis
b) Renew and extend lease at a reduced rate
c) Request a Fair Market Value buyout from HPEFS
d) Return the equipment to HPEFS

Documentation: All documentation to be provided by HPEFS, and is subject to the parties' agreement on mutually acceptable terms and conditions.

Confidentiality: This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee to any third party.

Basis of Proposal: This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPEFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPEFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPEFS at any time. Either party may terminate discussions and negotiations regarding a possible transaction at any time, without cause and without any liability whatsoever.

Expiration Date: If HPEFS does not receive this proposal letter executed by City of Tamarac, FL, by the 15th of the prior month, same year, from the above Rate Expiration date, this proposal letter shall expire and will no longer be effective unless extended by HPEFS.

HPEFS trusts you find the above proposal acceptable to your needs. If you have any questions concerning the proposal please contact me. In addition, please let me know if you would like us to present alternative terms and pricing that may better suit your needs.

Sincerely,

HEWLETT PACKARD ENTERPRISE FINANCIAL SERVICES COMPANY

HPEFS FAM: Dallas R. Ustrud
E-mail: dallas.ustrud@hpe.com
Phone: 404-516-8826

Customer: City of Tamarac, FL
Print Name: _____
Signature: _____



Prepared For:

CITY OF TAMARAC

January 18, 2017

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	36
Option	FMV
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
	3
	Payments

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	3 Payments
3000006826130.1	Mobile Precision 7510	\$ 1,825.50	2	\$3,651.00	0.31620	\$1,154.45
3000006826130.1	Dell Dock - WD15 with 180W Adapter	\$ 99.00	2	\$198.00	0.35937	\$71.16
3000006826657.1	OptiPlex 5040 SFF	\$ 766.00	131	\$100,346.00	0.30429	\$30,534.28
3000006826657.1	Neo-Flex All-In-One SC Lift Stand	\$ 101.00	131	\$13,231.00	0.35937	\$4,754.82
3000006832140.1	Dell Latitude 7370	\$ 1,560.00	85	\$132,600.00	0.30622	\$40,604.77
3000006832140.1	Dell Dock - WD15 with 180W Adapter	\$ 99.00	85	\$8,415.00	0.35937	\$3,024.10
3000006833136.1	Precision Workstation T3420 SFF	\$ 921.50	4	\$3,686.00	0.32128	\$1,184.24
TOTALS				\$262,127.00		\$81,327.82

Proposal Expiration Date:

February 17, 2017

PLEASE NOTE:

Personal Property Taxes (PPT) will apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Caren Wright

FSR

Dell | Financial Services

office + 512-728-6628

caren_wright@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Master Lease Number: 1028812

Master State & Local Government Lease Agreement

This Master State & Local Government Lease Agreement #1028812 (the "Master Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean Lenovo Financial Services

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment ("Equipment"), and finance any software and/or services described in any schedule (collectively the "Products") that incorporates this Master Lease by reference. A schedule to this Master Lease ("Schedule") shall incorporate this Master Lease by reference by listing the Master Lease Number set forth above on the Schedule. Each Schedule that incorporates this Master Lease shall be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Master Lease will not affect any Schedules executed before the effective date of such termination. If you have entered into any purchase agreement or purchase order ("Purchase Contract") with any Vendor (as set forth on the applicable Schedule), you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Products to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. Each Schedule, upon the delivery to us of a signed Delivery and Acceptance Certificate, will be deemed irrevocably accepted by you and will continue for the number of months specified in the Schedule, unless earlier terminated in accordance with Section 16 of this Master Lease. The first Lease Payment (as specified in the applicable Schedule) is due on or after the date the Equipment is delivered to you. The remaining Lease Payments (as specified in the applicable Schedule) will be due on the day of each subsequent month (or such other time period specified in each Schedule) designated by us. You will make all payments required under such Schedule to us at such address as we may specify in writing. If any Lease Payment or other amount payable under any Schedule is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment, or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". **YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT VENDOR BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.** We transfer to you for the term of each Schedule any warranties made by the manufacturer or Supplier with respect to the Equipment leased pursuant to such Schedule.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You may move the Products within the continental United States provided you give us written notification of the move within 30 days of the move, and you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. For laptop computers, PDAs, and other mobile devices, the location listed on the Schedule is its base location ("Base Location") but these mobile devices may be temporarily located at other locations and you will notify us and be responsible for any tax increases should the Base Location change. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws, and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you purchase the Equipment in accordance with the terms of the applicable Schedule, at the end of or upon termination of each Schedule you will immediately return the Equipment subject to each expired or terminated Schedule to us, in good condition and repair, subject to ordinary wear and tear, to any place in the United States that we tell you. You will pay all remaining unpaid lease payments, late charges, insurance charges, and our estimated property taxes on the Products (based upon the prior year's actual property tax), shipping and other expenses, and you will insure the Products for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Products through the end of the initial or any renewal lease term of any Schedule.

You may, at the time of providing your end of lease notice to us, elect to substitute and return a similar piece of equipment at end of a Schedule in the event the specific piece of Equipment that has reached end of lease is not immediately available for return. In order to elect a like for like return, you must identify the Equipment being retained by serial number and the Equipment being returned shall be the same model, configured similarly, as the Equipment being retained. If the substituted Equipment was also leased by us, the Equipment retained past its original end of lease date must then be returned to us at or before the end of lease date for the substituted Equipment that was previously returned. If the substituted Equipment is not under a lease with us, then you shall at the time of return, provide us with a bill of sale for the substituted Equipment providing us with free and clear title to the substituted Equipment.

4. DATA SECURITY: Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Products are shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Products, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

5. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sales/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Products, now or hereafter imposed, or assessed by any state, federal, or local government or agency. You agree to pay when due, or reimburse us for, all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or annually as invoiced by us. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your own expense, (b) the contest will not result in any sort of lien being placed on the Products or otherwise jeopardize our rights in any of the Products, (c) you pay us for any taxes we remitted to the taxing authorities even though you be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

6. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively, "Loss") from any cause at all, whether or not insured, until delivered to us at the end of the applicable Schedule. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 10(b) of this Master Lease.

7. INSURANCE. You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee; and (2) public liability and third party property insurance naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (1) and (2) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: **Lenovo Financial Services**

10201 Centurian Parkway N. #100
Jacksonville, FL 32256

X _____
Authorized Signature Date Signed

Printed Name

Print Title

LESSEE: **City of Tamarac**

Lessee Legal Name

Lessee "Doing Business As" Name

7525 NW 88th Avenue

Street Address

Tamarac, FL 33321

City, State, Zip

X _____
Authorized Signature Date Signed

X _____
Print Signer's Name and Title

X _____
Federal Tax ID

8. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default has occurred and is continuing under this Master Lease or the relevant Schedule, you will have the option (other than \$1 purchase option leases) at the end of the initial or any renewal term of a Schedule to: (a) purchase all or a portion of the Products covered by such Schedule at the Purchase Option price shown on such Schedule, plus any applicable taxes; (b) return all of the Products or any portion of the Products not purchased or renewed by such Schedule by the Schedule termination date; or (c) elect a fixed term renewal of all or a portion of the Products at the fair market rental value of the Products. We will use our reasonable judgment to determine the Product's fair market rental value as configured, in place and installed ("Fair Market Rental Value"). You agree that the Fair Market Rental Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing lessor and a willing Lessee, including costs to make the Products fully operational. If you do not agree with the determination of the fair market rental value, the fair market rental value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to the Parties.

To exercise any of these options you must provide written notice to us at least 90 days but not more than 180 days before the end of the initial term of a Schedule that you will either return, purchase or renew the Schedule as set forth above. If you elect a partial return, purchase, or renewal of Products, you will identify the impacted Products by serial number in your end of lease notice. If you fail to provide this notice or if, having given such notice, you do not purchase, deliver the Products in accordance with the terms and conditions of this Lease and the applicable Schedule, or renew, the Schedule will automatically renew for successive month to month renewals until an end of the Schedule notice has been provided and acted upon. If you elect to exercise a return, purchase or renewal of some but not all Products, your notice must identify which Products are going to be returned, purchased or renewed. During any renewal term this notice period is reduced to 30 days prior to the end of the renewal term. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

If the Fair Market Value Purchase Option has been selected under any Schedule, we will use our reasonable judgment to determine the Product's fair market value as configured, in place and installed ("Fair Market Value"). You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller, including costs to make the Products fully operational. If you do not agree with our determination of the Product's Fair Market Value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to both parties. Upon payment of the Purchase Option price, we will transfer our interest in the Products to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and the applicable Schedule will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. **You authorize us to file financing statement(s) to protect our interest in the Equipment.**

9. DEFAULT. Each of the following is a "Default" under this Master Lease and any Schedule: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Master Lease or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Master Lease or in any instrument you have provided us proves to be incorrect in any material respect.

10. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Lease and/or any or all Schedules and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to Section 16, we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual value in the Products each discounted at 4% per year, plus (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. **In the event of a dispute arising out of this Master Lease or any Schedules, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Master Lease or any Schedules.** If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice.

11. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to a Schedule, such Schedules will be considered a "finance lease" as that term is defined in Article 2A. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

12. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS MASTER LEASE OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING IN A COMMERCIALLY REASONABLE MANNER. We may, without notifying you, sell, assign, or transfer this Master Lease or any Schedule and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Master Lease and any Schedule but not our obligations, which obligations we will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that you may have against us or the supplier.

13. INDEMNIFICATION. To the extent not prohibited by applicable law, You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the manufacture, installation, ownership, use, lease, possession or delivery of the Products or any defects in the Products and (b) all reasonable costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this section and the Taxes and Fees section of this Master Lease shall survive the termination of this Master Lease for Claims arising during the term of this Master Lease or any Schedule.

14. MISCELLANEOUS. You agree that the terms and conditions contained in this Master Lease and any Schedule make up the entire agreement between you and us regarding the lease of the Equipment. This Master Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Master Lease or any Schedule must be in writing and signed by us, either manually or by electronic transmission. **You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Master Lease.** If we delay or fail to enforce any of our rights under this Master Lease or any Schedule, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address **shown on the front of this Master Lease** (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Lease or any Schedule. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Master Lease or any Schedule, we have the right, but not the obligation to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay.

IF A SIGNED COPY OF THIS MASTER LEASE OR A SCHEDULE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS MASTER LEASE OR A SCHEDULE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE APPLICABLE SCHEDULE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED MASTER LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS MASTER LEASE, WE MAY PRODUCE A COPY OF THE MASTER LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS MASTER LEASE. TO THE EXTENT (IF ANY) THAT ANY SCHEDULE TO THIS MASTER LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS MASTER LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS MASTER LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Master Lease, each of you agrees that your liability is joint and several.

15. FUNDING INTENT. You reasonably believe that funds can be obtained to make all Lease Payments during the Term of any Schedule and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body elects not to appropriate funds for such payments, **it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts.** You and we agree that your obligation to make Lease Payments under any Schedule will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. It is your intent to make Lease Payments for the full Term of any Schedule if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

16. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder) under a Schedule, and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and the Schedule shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 16 will not be construed so as to permit you to terminate any Schedule in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

17. AUTHORITY AND AUTHORIZATION. You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Master Lease and Schedules; (c) this Master Lease and any Schedule have been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Lease or Schedules; (e) the entering into and performance of this Master Lease and Schedules will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Master Lease or any Schedule; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Master Lease, the Schedule and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Master Lease and Schedules in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Schedules for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 17 each time you execute a Schedule to this Master Lease. Contemporaneously with your execution of a Schedule to this Master Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 17.

18. GOVERNMENT USE. YOU REPRESENT, WARRANT AND COVENANT AS FOLLOWS: (A) YOU SHALL COMPLY WITH THE INFORMATION REPORTING REQUIREMENTS OF §149(e) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (CODE), INCLUDING BUT NOT LIMITED TO, THE EXECUTION (AND DELIVERY TO US) OF INFORMATION STATEMENTS REQUESTED BY US; (B) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE AN ARBITRAGE BOND WITHIN THE MEANING OF §148 OF THE CODE; (C) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE A PRIVATE ACTIVITY BOND WITHIN THE MEANING OF §141 OF THE CODE; (D) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THE INTEREST PORTION OF THE LEASE PAYMENTS TO BE OR BECOME SUBJECT TO FEDERAL INCOME TAXATION UNDER THE CODE, EXCEPT AS SUCH INTEREST PORTION MAY BE TAKEN INTO ACCOUNT AS AN ADJUSTMENT IN DETERMINING THE ALTERNATIVE MINIMUM TAX AND ENVIRONMENTAL TAX IMPOSED ON CORPORATIONS; AND (E) YOU SHALL BE THE ONLY ENTITY TO OWN, USE OR OPERATE THE EQUIPMENT DURING THE TERM. YOU SHALL BE DEEMED TO HAVE REAFFIRMED THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS SECTION 18 EACH TIME IT EXECUTES ANY SCHEDULE. IF YOU BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS MASTER LEASE AND, AS A RESULT OF SUCH BREACH, THE INTEREST PORTION OF ANY LEASE PAYMENT BECOMES INCLUDABLE IN GROSS INCOME OF ANY OWNER THEREOF FOR FEDERAL INCOME TAX PURPOSES, YOU SHALL PAY US PROMPTLY AFTER SUCH DETERMINATION OF TAXABILITY AND ON EACH LEASE PAYMENT DUE DATE THEREAFTER, AN ADDITIONAL AMOUNT DETERMINED BY US TO COMPENSATE US FOR THE LOSS OF SUCH EXCLUDABILITY (INCLUDING, BUT NOT LIMITED TO, COMPENSATION RELATING TO INTEREST EXPENSE, PENALTIES OR ADDITIONS TO TAX), WHICH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

19. CHOICE OF LAW. This Master Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State where the Equipment is located. If any provision of this Master Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease or any Equipment or Payment Schedule. This Master Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

**ADDENDUM TO MASTER STATE & LOCAL GOVERNMENT LEASE AGREEMENT #1028812 AND
SCHEDULE TO MASTER STATE & LOCAL GOVERNMENT LEASE AGREEMENT #1396364**

This Addendum forms and is made a part of that certain Master State & Local Government Lease Agreement and Schedule to Master State & Local Government Lease Agreement ("Agreement") between Lenovo Financial Services and City of Taramac ("Lessee") referenced above. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement. Both parties agree that the Agreement is revised as follows:

Within regards to Section(s):

7. Insurance:

- Removing sentence which states: You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee; and (2) public liability and third party property insurance naming us as an additional insured.
- Replacing with: You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee.

13. Indemnification:

- Adding to section as follows: Nothing herein shall be interpreted as an intent to waive sovereign immunity by either party.

14. Miscellaneous:

- Removing sentence which states: YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED MASTER LEASE.

TERMS AND CONDITIONS

- The section is deleted and replaced as follows: BY SIGNING THIS SCHEDULE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE, (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. YOU CONSENT TO THE JURISDICTION OF COURTS LOCATED IN BROWARD COUNTY, FLORIDA. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with the applicable state's equivalent state law.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Master State & Local Government Lease Agreement #1028812 and Schedule to Master State & Local Government Lease Agreement #1396364 on _____, 2017.

Lenovo Financial Services

City of Taramac

By: _____

By: _____

Title: _____

Title: _____

Schedule to Master State & Local Government Lease Agreement



This Schedule No. 1396364 (the "Schedule") to Master State & Local Government Lease Agreement No. 1028812 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you, your** and **lessee** mean you, our customer. The words **we, us, our** and the **lessor**, mean Lenovo Financial Services.

Product/Equipment Description

Quantity _____ Description _____
See Attached Additional Product Addendum _____

Product/Equipment Address _____
10101 State Street, Tamarac, FL 33321 _____

For additional equipment and accessories, attach addendum.

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

☒ Fair Market Value
☐ \$1.00 Purchase Option ☐ Other _____

Term and Lease

Lease Payment \$71,883.00 (plus taxes, if applicable)
Term (Years) 3
Payment Frequency Annual

Variable Payment Schedule if applicable:
(Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed
by ____ payments @ ____; followed by ____ payments @ ____

Payments are due in Advance

Documentation Fee: \$ _____ (due with first invoice)

Additional Provisions:
First Annual Payment is due 30 days after Lease Commencement

PLEASE NOTE: Certain state and local government lessees must sign an additional addendum document.

LESSOR: Lenovo Financial Services
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature _____ Date Signed _____
Printed Name _____
Print Title _____

Lessee

City of Tamarac
Lessee Legal Name

Lessee "Doing Business As" Name
7525 NW 88th Avenue
Billing Street Address
Tamarac, FL 33321
Billing City, State, Zip
Michael C. Cernech, City Manager, 954-597-3515
Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS SCHEDULE:

(i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE; (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT; YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATION. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.

LESSEE SIGNATURE

City of Tamarac
Lessee Legal Name

X _____ **X** _____
Authorized Signature Date Signed
X _____
Print Signer's Name
Print Signer's Title
Federal Tax ID Number

Additional Product Addendum to Schedule #1396364 to Master State & Local Government Lease Agreement #1028812

This Additional Product Addendum is made a part of the Product Schedule to Master State & Local Government Lease Agreement ("Lease") identified above by and between City of Tamarac ("Lessee") and Lenovo Financial Services ("Lessor") and adds the below Products thereto. Capitalized terms used by not defined herein will have the same meaning given them in the Lease.

Product Description

Quantity	Product Description	Product Address
1	Lenovo ThinkPad X1	10101 State St., Tamarac, FL 33321
131	Lenovo ThinkCentre M700	10101 State St., Tamarac, FL 33321
84	Lenovo ThinkPad X1	10101 State St., Tamarac, FL 33321
4	Lenovo ThinkStation P310	10101 State St., Tamarac, FL 33321
2	Lenovo ThinkPad P70	10101 State St., Tamarac, FL 33321
2	Lenovo TP Workstation Dock	10101 State St., Tamarac, FL 33321
131	Lenovo ThinkCentre Tiny Clamp Bracket Mounting Kit	10101 State St., Tamarac, FL 33321
85	Lenovo ThinkPad Onelink+Dock	10101 State St., Tamarac, FL 33321

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects the Lease will remain in full force and effect.

Lessor: Lenovo Financial Services 10201 Centurion Pkwy #100 Jacksonville, FL 32256	
Authorized Signature	
Print Name	
Print Title	Date Signed

Lessee Signature

Authorized Signature

Print Signer's Name / Title

Date Signed



Master State & Local Government Lease Agreement Addendum (Florida)

CUSTOMER INFORMATION	Lessee Name City of Tamarac	Master Lease # 1028812
	Billing Street Address/City/State/Zip 7525 NW 88 th Avenue, Tamarac, FL 33321	Schedule to Master Lease #1396364

This Addendum supplements the provisions of the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified by the Lease Number and Schedule to Master Lease Number specified above (collectively the "Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

1. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such non-appropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. If a Default occurs, any judgment obtained against you will be enforceable solely against revenues allocated by your governing body for such purpose. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. Regardless of any

other provisions of this Lease, no ad valorem taxes are pledged to the payment of any amount due under this Lease. Also, all amounts due under this Lease will be paid only from funds arising from sources other than ad valorem taxation unless one of the following conditions is satisfied: (i) you are a county and the term of this Lease is sixty (60) months or less; (ii) you are a school district and the term of this Lease is twelve (12) months or less; or (iii) you are a municipality and if you are a home rule city, your charter does not prohibit the payment of amounts due under this Lease from ad valorem taxation revenues. This Section 1 replaces Section 15 of this Lease entitled "Funding Intent".

2. **Non-appropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 2 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. Upon such termination, all of your rights and interests in the Equipment will vest in us. This Section 3 replaces Section 16 of this Lease entitled "Non-appropriation of Funds".

3. **Choice of Law.** Regardless of any conflicting provisions in this Lease, **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.**

Lessee: City of Tamarac

Authorized Signature

Print Name & Title

Date

Lessor: Lenovo Financial Services

Authorized Signature

Print Name & Title

Date

CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1396364, dated _____, 20____ (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and City of Tamarac ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

LESSEE: City of Tamarac

By: _____
(Authorized Signature)

(Name and Title – printed or typed)

Date: _____

CERTIFICATE OF APPROPRIATIONS
(State and Local Government Master Lease Agreement)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of City of Tamarac ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain State and Local Government Lease Agreement #N/A or that certain Master State and Local Government Master Agreement #1028812 and, Schedule Number(s) 1396364, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 20_____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title

**BILLING INFORMATION REQUEST FORM
TO AGREEMENT # 1396364**



To ensure proper billing and crediting of payments under your new financing contract, please complete, sign and return this form with your contract documents. Thank you for the opportunity to serve your financing needs.

CUSTOMER LEGAL NAME: City of Tamarac

BILLING ADDRESS:

STREET ADDRESS

CITY, STATE, ZIP CODE

BILLING CONTACT NAME: _____

BILLING CONTACT EMAIL ADDRESS: _____

BILLING CONTACT PHONE NUMBER: _____

PURCHASE ORDER # (IF APPLICABLE): _____

INVOICE PREFERENCE

Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.

☐

Please sign me up for Electronic Invoicing - I would like to receive my invoice electronically at the email address provided above.

☐

Please send my invoice via standard mail - I would like to receive my invoice via U.S. Mail to the billing address provided above.

If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate **Electronic Debit Form** included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).

SIGNATURE: _____

TITLE: _____

DATE: _____

INSURANCE INFORMATION REQUEST

Insurance Broker/Agent:

We have entered into an agreement (Master Lease No. **1028812**) with Lenovo Financial Services ("LFS") for the lease/finance of equipment listed below.

Equipment Reference: Any and all equipment and products leased under Schedules to Master Lease #**1028812**

Blanket coverage in excess of **\$237,000.00**

Please insure the equipment, and issue a written endorsement naming Lenovo Financial Services ISAOA as Loss Payee and provide LFS with thirty (30) days' written notice of any material changes in coverage, cancellation or non-renewal.

Please provide LFS with proof of insurance in the form of a certificate of insurance. The certificate should include proof of the following:

- Physical Damage (All Risk)
- Theft coverage
- Bodily Injury and Property Damage Liability
with limits of no less than \$1,000,000.

Please email or fax the insurance certificate to sales.us@lenovofs.com or fax to (866) 327-0552.

Forward certificates of insurance to: Lenovo Financial Services, ISAOA
10201 Centurion Parkway North #100
Jacksonville, FL 32256

Broker/ Agent Name: _____

Address: _____

Contact Name: _____

Telephone: (____)____-____ ext.____ Fax: (____)____-____

Lessee/Insured: **City of Tamarac**

By: _____
Authorized Signature

Type/Print Name & Title

Date

**PLEASE SEND ONE COPY OF THE COMPLETED FORM TO YOUR BROKER
AND RETURN ONE COPY TO US.**

DELIVERY & ACCEPTANCE CERTIFICATE

**By signing this Certificate, you, the Lessee
identified below, agree:**

- A) That all products described in the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement; and
- B) That we, **Lenovo Financial Services**, are authorized to purchase the Equipment and start billing you under the State & Local Government Lease Agreement or Schedule to Master State & Local Government Lease Agreement.

State & Local Government Lease Agreement or Schedule No. 1396364

Customer Name: City of Tamarac

Authorized Signature

X

Title

Date



Dear Kelly Pike:

Thank you for requesting a quote from Lenovo. We have included your complete quote information below. Please call your Lenovo account manager to process your order and reference your quote number to help us serve you more quickly.

Shipping address		Billing address	Pending order information	
City of Tamarac 10101 State Street TAMARAC FL 33321-6428		City of Tamarac 10101 State Street TAMARAC FL 33321-6428	Date and time:24.01.2017 11:44:51 Quote number: 4280213453	

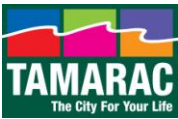
Qty	Part no.	Description	Price	Total
264	60F8MAR1US	ThinkVision T2424z 23.8-inch WVA LED Backlit LCD Monitor	\$ 162.00	\$ 42,768.00
31	60E3GAR1US	ThinkVision P27 27" Wide UHD IPS Monitor	\$ 485.00	\$ 15,035.00
8	4ZF0M27813	Samsung WQHD 32-inch LED Monitor S32D850T	\$ 535.00	\$ 4,280.00
			Subtotal	\$ 62,083.00
			Shipping & Handling	\$ 0.00
			Taxes	\$ 0.00
			Total	\$ 62,083.00

This offer is valid for thirty (30) days from the date of this offer and supersedes any previous offers. Offers and specifications may be changed at any time without notice. Acceptance of this offer is subject to Lenovo's payment terms and availability of items. Lenovo may reject or cancel orders for pricing or other errors.

We appreciate your interest in our products.

Lenovo Sales KPIKE@LENOVO.COM

NASPO (Florida) Contract #43211500-WSCA-15-ACS



CITY OF TAMARAC
PURCHASING & CONTRACTS DIVISION

**THE FOLLOWING STANDARD TERMS AND CONDITIONS SHALL BE
INCORPORATED AS A PART OF ALL PURCHASE ORDER
AGREEMENTS ISSUED BY THE CITY OF TAMARAC**

(1) The delivery of the goods and/or services within the time specified is of the essence of this Purchase Order. Buyer shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event Seller fails to make timely shipment, buyer shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond Seller's control, Seller shall reimburse City for any additional charges incurred.

(2) The City of Tamarac is exempt from Federal Excise and State of Florida Sales Tax. State and Use Tax Certificate No. is 16-03-196900-54C. Federal Tax Identification No. is 59-1039552.

(3) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted.

(4) **Calculations for invoice payments will be calculated from date City receives the invoice.**

(5) All packages **MUST BEAR THE CITY'S PURCHASE ORDER** number on the shipping label.

(6) The risk of loss, injury or destruction, regardless of the cause shall be borne by the Seller until delivery of goods and/or services to the specified destination and inspection and acceptance of the goods by Buyer. Rejected goods will be returned to Seller at Seller's risk and expense.

(7) Title of goods shall pass to Buyer upon acceptance.

(8) Seller warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to this Purchase Order shall:

- (a) Conform in all respects to the description and specifications contained in this Purchase Order;
- (b) Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used;
- (c) Be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by Buyer unless otherwise stipulated herein;
- (d) Be free from any security interests, liens or encumbrances, Seller warrants that it has good and marketable title to the goods delivered hereunder;
- (e) Comply with the requirements of all applicable federal, state and municipal laws and regulations.
- (f) Not infringe upon or violate any copyrights or patent rights.

No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Seller. All warranties shall remain in full force, notwithstanding acceptance and payment to Buyer.

(9) Seller shall indemnify and hold harmless Buyer for all damages, losses and liabilities arising out of the operations of Seller pursuant to this Purchase Order specifically including but not limited to those caused by or arising out of a defective condition in the goods, whether patent or latent, provided that such defects existed at the time of shipment by Seller; the negligence of Seller in the marketing, sale, and/or services under this Purchase Order, the breach of any warranty and/or agreement by Seller pursuant to this Purchase Order. Seller agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.

(10) Seller shall comply with all applicable federal, state and local laws, rules and regulations.

(11) Seller shall comply with the Fair Labor Standards Act and Equal Opportunity Provisions of Executive Orders.

(12) Seller is expressly prohibited from delegating its duties and transferring or assigning its rights hereunder without the prior written approval of Buyer

(13) If items purchased that are classified as toxic or hazardous substances under Chapter 442, Florida Statutes, Seller must submit copies of the Material Data Sheet (MSDS) for each substance to the City of Tamarac, Risk Management, 7525 NW 88th Avenue, Tamarac, Florida 33321 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

(14) This Purchase Order shall be governed and construed according to the laws of the State of Florida.

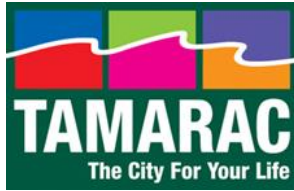
(15) This Purchase Order contains the entire understanding of the parties, relating to the subject matter hereof, superseding all prior communications. This Purchase Order may not be changed except by written amendment signed by authorized agents of both Buyer and Seller.

(16) Any shipment made in accordance with this Purchase Order constitutes an acceptance of the foregoing conditions.

(17) In the event services or delivery of goods are scheduled to end because of the expiration of this PO, the vendor shall continue the service or delivery of goods upon request from the city. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing PO. The successful vendor shall be compensated for the service or delivery of goods at the rate(s) in effect from the original quoted price.

(18) The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall: Keep and maintain public records required by the City in order to perform the service; Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

**(19) IF THE CONTRACTOR HAS
QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO THE
CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS
CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK, 7525 NW 88TH AVENUE,
ROOM 101, TAMARAC, FL 33321, (954)
597-3505 CITYCLERK@TAMARAC.ORG**



CITY OF TAMARAC
7525 NW 88TH AVE
TAMARAC, FL 33321-2401
(954) 597-3570

CONSENT FOR DIRECT DEPOSIT

The City of Tamarac requires vendors to accept payment by Direct Deposit. Please complete this form and **attach a voided check** from the account in which you desire the deposit to be made.

To complete the form online, please visit <https://forms.tamarac.org/f/DirectDeposit> .

Vendor Information	
Company Name	
Tax Payer ID	

Address Information					
Address (line 1)					
Address (line 2)					
City		State		Zip Code	

Contact Information	
Phone Number	
Email Address	

(Required for notification of funds deposited to your account and listing of invoices paid)

Bank Account Information					
Bank Name					
Address (line 1)					
Address (line 2)					
City		State		Zip Code	
ACH Routing Number					
(Contact your bank to confirm the correct ACH Routing Number - Direct Deposit)					
Account Number					

By signing below, I hereby authorize the City of Tamarac to initiate deposit entries to my checking/saving account indicated above.

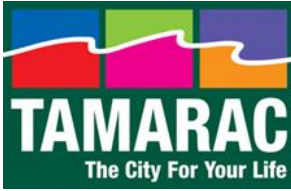
This authority is to remain in effect until the City of Tamarac has received written notification from the vendor of its termination, in such time and in such manner as to afford the company a reasonable opportunity to act on or until the City of Tamarac has sent me ten (10) days written notice of the City of Tamarac's termination of the agreement.

Please sign for authorization of direct deposit	
Name	
Title	
Signature	
Date	

Please return this form **along with a voided check (or deposit slip if savings account)** to:

City of Tamarac
Attn: Accounts Payable
7525 NW 88th Avenue
Tamarac, FL 33321
or fax to (954) 597-3560

For questions or additional information, email accounts.payable@tamarac.org, or call (954) 597-3554 or (954) 597-3557.



CITY OF TAMARAC
7525 NW 88TH AVE
TAMARAC, FL 33321-2401
(954) 597-3550

P.O. #
200398

DATE: 11/28/2016

PURCHASE ORDER

VENDOR NAME: LENOVO
VENDOR #: 9831
VENDOR ADDRESS: 1009 THINK PLACE
BUILDING 1, DESK 3P30
MORRISVILLE, NC 27560

SHIP TO: INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY
10101 STATE ST
TAMARAC, FL 33321-6428

VENDOR PHONE: (0) -
VENDOR FAX: () -

P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	VENDOR CONTACT	
12/21/2016		0000032184	11/22/2016		
FOB	Net 30	ACCOUNT NUMBER		BUYER	
DESTINATION		00181005135215		ANNMARIE M CORBETT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	20.00 / EA	60F8MAR1US THINKVISION T2424Z 23.8-INCH WVA	175.0000	3,500.00
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LED Backlit LCD Monitor

Quotation No: 541766215

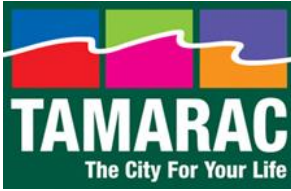
2	4.00 / EA	60E2GAR1US THINKVISION X1 WIDE 27" WIDE	530.0000	2,120.00
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UHD IPS Monitor

3	24.00 / EA	5WS0G14992 5YR PRODUCT EXCHANGE	40.0000	960.00
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PRICING PER NASPO STATE OF FLORIDA ALT.
CONTRACT # 43211500-WSCA-15-ACS
EXPIRING ON 03/31/2017
**FOR QUESTIONS CONCERNING THIS
PURCHASE ORDER PLEASE CONTACT
MARJORIE AT 954-597-3901**

A PURCHASE ORDER NUMBER MUST
BE INCLUDED ON EVERY PACKING
SLIP AND/OR INVOICE.



CITY OF TAMARAC
7525 NW 88TH AVE
TAMARAC, FL 33321-2401
(954) 597-3550

P.O. #
200398

DATE: 11/28/2016

PURCHASE ORDER

VENDOR NAME: LENOVO
VENDOR #: 9831
VENDOR ADDRESS: 1009 THINK PLACE
BUILDING 1, DESK 3P30
MORRISVILLE, NC 27560

SHIP TO: INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY
10101 STATE ST
TAMARAC, FL 33321-6428

VENDOR PHONE: (0) -
VENDOR FAX: () -

P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	VENDOR CONTACT	
12/21/2016		0000032184	11/22/2016		
FOB	Net 30	ACCOUNT NUMBER		BUYER	
DESTINATION		00181005135215		ANNMARIE M CORBETT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

DELIVERIES WILL NOT BE
ACCEPTED WITHOUT THIS NUMBER.

ACCEPTANCE OF THIS ORDER ACKNOWLEDGES
ACCEPTANCE OF ALL TERMS AND CONDITIONS ON
THE REVERSE SIDE OF THE PURCHASE ORDER AS
WELL
AS ANY OTHER TERMS INCLUDED IN THE BODY.

FREIGHT IS INCLUDED
UNLESS OTHERWISE NOTED

TOTAL PURCHASE AMOUNT

\$6,580.00

Send original invoice and one (1) copy of invoice to:

**FINANCE DEPARTMENT
ATTN: ACCOUNTS PAYABLE
7525 NW 88TH AVENUE
TAMARAC, FL 33321-2401**

Keith K. Glatz, CPPO, FCPM, FCPA
Purchasing and Contracts Manager