

**PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST**

COUNCIL ITEM 7H
DATE 7/23/12

Meeting Date: July 23, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion **X**

Item: 20110084 – True Lease Schedule #001-4631634-002 to Master Lease Agreement #4631634 for 36 month Lease of Ten (10) additional Dell Latitude E6420 SFR Laptops for PSL Police Department new hires and approval to lease additional ten (10) for future during FY 2012-13.

Recommended Action:

Approval to enter into a 36 month Lease with Dell Financial Services L.L.C. for ten (10) Dell Latitude E6420 XFR Laptops with accessories to be paid in three (3) annual installments of **\$11,328.49** each for a total lease cost of **\$33,985.47**. The total cost to purchase would be **\$37,270.90**.

Exhibits: Department memo attached [] yes [] no
True Lease Schedule No. 001-4631634-002

Summary Explanation/Background Information:

The City entered into a Master Lease Agreement with Dell Financial Services, LLC for 140 ruggedized laptops for the PD on December 16, 2011. Twenty (20) new officers will be hired, ten (10) of which have been selected and are in various stages of the required clearance. All of the twenty (20) officers will be equipped with the laptops. Dell has agreed to furnish the same model and price for the ten (10) laptops which will be added to the Master Lease as lease schedule #002.

The PD also requests approval to lease the ten (10) additional laptops for future new officers which will be added to the Master Lease as schedule #3.

Purchase (X) is a replacement

Purchase () was budgeted

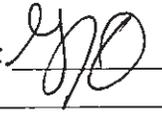
Annual Expenditure: **\$11,328.49**

Total Lease Amount: **\$33,985.47**

Department requests expenditure from the following:

Fund	001	General Fund
Cost Center	2105	Operational Support Service
Object Code	5443	Rental/Lease of Equipment
Project	00000	N/A

Director of OMB concurs with award: 

City Manager concurs with award: 

RECEIVED

Submitted by: John A. Bolduc 

JUN 18 2012

Title: Acting Chief of Police

City Manager Submitted: July 17, 2012



Port St. Lucie Police Department



memorandum

TO : David Pollard
Director, OMB

FROM : John A. Bolduc *JAB*
Acting Chief of Police

DATE : July 16, 2012

SUBJECT : Recommendation for lease of 20 Dell laptops
for patrol officers

The Police Department respectfully requests approval of the addendum of the three-year lease of Dell Latitude E6420 XFR pursuant to contract # 92236685. The additional units are for new patrol officers. Initially, we will lease 10 laptops and draw the balance as officers are hired.

The lease provides very good terms to the city; cost is over three years, equipment is under warranty throughout the lease, able to get updated equipment on a set schedule, thus providing current and future cost advantages. The new laptops will also be able to meet new security requirements from the state and federal law enforcement information systems.

Should this meet with your approval, I ask this be forwarded to the Clerk's Office to be placed on City Council's Meeting Agenda for July 23, 2012.

JAB/jk

c: A/Assistant Chief William Vega
Administrator Bill May



City of Port St. Lucie, Florida
 TRUE LEASE SCHEDULE NO. 001-4631634-002
 TO MASTER LEASE AGREEMENT NO. 4631634

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 4631634 ("Agreement") DATED December 15, 2011 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND City of Port St. Lucie, Florida ("Lessee");

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

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: One Dell Way Round Rock, TX 78664

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit "A"	See Exhibit "A"		\$11,328.49	36	

Total Product Acquisition Cost: \$37,270.90

Rent is payable: **in advance**

Payment Period: **Annually**

* Lessee is responsible for applicable taxes, shipping, and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent, if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

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

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice of its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

City of Port St. Lucie, Florida
(Lessee)

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

By: _____
(Authorized Signature)

(Name/Title)

(Date)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

City of Port St. Lucie, Florida
Lease Schedule 001-4631634-002
Exhibit A

Quantity 10:	
Base Unit:	Dell Latitude E6420 XFR (225-0809)
Processor:	Intel Core i7-2640M Dual Core 2.80GHz 4MB, Dell Latitude E6x20/XT3 (317-9248)
Memory:	4.0GB, DDR3-1333MHz SDRAM, 2 DIMMS, Dell Latitude (317-6239)
Keyboard:	Internal English Backlit Keyboard, Red, Dell Latitude E6420 XFR (331-2135)
Keyboard:	Quick Reference Guide, English, Dell Latitude E6420 XFR (331-2141)
Keyboard:	Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)
Video Card:	Intel HD Graphics 3000 without Fingerprint and Contactless Smartcard Reader, Dell Latitude E6420 XFR (318-0663)
Hard Drive:	128GB Dell Mobility Solid State Drive, 2.7MM, Dell Latitude E6420 XFR (342-2577)
Floppy Disk Drive:	14.0 inch HD (1366x768) Outdoor Viewable with Direct View Touchscreen and Mic only (320-2237)
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)
Operating System:	Genuine Windows 7 Professional, 32-bit, with Media, Latitude, English (421-8052)
Operating System:	Windows 7 XP Mode, Opti/PWS/Lat/Vost (421-2262)
TBU:	90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)
TBU:	US - 3 foot Flat Power Cord, Dell Latitude (330-4016)
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW, Dell Latitude E (318-0330)
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5.1, Media, Dell OptiPlex, Latitude and Precision Workstation (421-4822)
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter, Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW Bezel, Dell Latitude E6420 XFR (318-0712)
Sound Card:	No RF-Pass-Thru, Latitude E6420 XFR (331-2218)
Processor Cable:	Dell WLAN:1501 (802.11b/g/n) 1/2 MiniCard, Dell Latitude E (430-3973)
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Dell Latitude E6X20 (331-1226)
Bundled Software:	No Productivity Software, Dell OptiPlex, Precision and Latitude (421-3872)
Feature:	6-Cell (60WH) Primary Lithium Ion Battery for Latitude E6420 XFR (312-1214)
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (935-8968)
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (931-4567)
Service:	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis 2 Year Extended (951-0782)
Service:	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (954-7200)
Service:	Accidental Damage Protection, 3 Year (951-0902)
Service:	Info, Complete Care Bundle (993-3389)
Service:	Info, Complete Care (988-7689)
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-5 (989-3449)
Service:	ProSupport : 7x24 Technical Support, 2 Year Extended (953-5132)
Service:	ProSupport : 7x24 Technical Support, Initial (956-5210)
Dirline:	Keep Your Hard Drive, 3 Year (984-1892)
Misc:	Resource DVD with Drivers, Dell Latitude E6420 XFR (318-1028)
Misc:	CFI, Integration Fee, Order Ready, Prowc (365-0531)
Misc:	Energy Star Enabled/E-PEAT/Gold, Latitude E6420/ATG (331-1931)
	Intel Core i7, Processor (331-1640)
	DE2045-1320 90 Watt DC Power Adapter with Cigarette Configuration Input to Vehicle (A0406008)

DELL**QUOTATION**

QUOTE #: 623522247

Customer #: 92236685

Contract #: WN05ACA

Customer Agreement #: 250WSCA10ACS;B27160

Quote Date: 6/12/12

Date: 6/12/12 1:55:03 PM

Customer Name: PORT SAINT LUCIE POLICE DEPT

TOTAL QUOTE AMOUNT:	\$37,269.80		
Product Subtotal:	\$37,269.80		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 10	SYSTEM PRICE: \$3,615.19	GROUP TOTAL: \$36,151.90
Base Unit:	Dell Latitude E6420 XFR (225-0809)		
Processor:	Intel Core i7-2640M Dual Core 2.80GHz 4MB, Dell Latitude E6x20/XT3 (317-9248)		
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	(954-7200)
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Misc:	Energy Star Enabled/EPEAT/Gold, Latitude E6420/ATG (331-1931)
	Intel Core i7 Processor (331-1640)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
DE2045-1320 90 Watt DC Power Adapter with Cigarette Configuration Input to Vehicle (A0406008)	10	\$111.79	\$1,117.90
Number of S & A Items: 1		S&A Total Amount: \$1,117.90	

SALES REP:	David Sak	PHONE:	512-513-9886
Email Address:	david_sak@dell.com	Phone Ext:	

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to **Dell Marketing L.P.**

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as **Dell Marketing L.P.**, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.