RESOLUTION NO. 18 - <u>2560</u>

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA. AUTHORIZING AND APPROVING THE LEASING OF LAPTOPS FOR THE POLICE DEPARTMENT AND EXPENDITURE OF FUNDS NOT TO EXCEED \$139,527.00 FROM THE FISCAL YEAR 2018/2019 BUDGET; FINDING THAT THE PURCHASE IS EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN AUTHORIZING THE TOWN MANAGER EXECUTE THE MASTER LEASE AGREEMENT ADDENDUM; **PROVIDING** FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's Police Department is seeking to lease thirty-seven (37) new laptops for its operations in order to continue providing adequate security and service to Town of Surfside ("Town") residents and visitors; and

WHEREAS, the laptops being sought for lease are Panasonic Toughbooks equipped with Standard Microsoft Office and Adobe Acrobat software ("Laptops") at a cost not to exceed \$139,527.00, with terms and pricing set forth in the Purchase Order attached hereto as Exhibit "A", and the Master Lease Agreement and Addendum attached hereto as Exhibit "B"; and

WHEREAS, competitive procurement and terms and pricing for the Laptops has been obtained through the State of Florida Contract No. 43211500-WSCA-15-ACS; and

WHEREAS, in accordance with Section 3-13(3) of the Town of Surfside Code of Ordinances, purchases made under state general service administration contracts, federal, county or other governmental contracts are exempt from the Town's competitive bidding procedures; and

WHEREAS, it is in the best interest of the Town to approve and authorize the lease of the Laptops and expenditure of funds not to exceed \$139,527.00 from the Fiscal Year 2018/2019 budget.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> <u>Recitals.</u> The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to Lease and Approval to Expend Funds. The lease of the Laptops is hereby approved and the Town Manager is authorized to expend an amount not to exceed \$139,527.00 for the lease of thirty-seven (37) Laptops. The Town Manager is hereby authorized to execute the Master Lease Agreement and Addendum, in substantially the form

attached hereto as Exhibit "B," subject to the final approval as to content and form by the Town Manager, and legal sufficiency by the Town Attorney.

<u>Section 3. Procurement Exempt.</u> In accordance with Section 3-13(3) of the Town's Code of Ordinances, the lease of the Laptops is exempt from competitive procurement in reliance on the competitive procurement and terms and pricing obtained pursuant to the State of Florida Contract No. 43211500-WSCA-15-ACS.

<u>Section 4. Implementation.</u> The Town Manager is hereby authorized to take any and all action necessary to implement the lease of the Laptops and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of December, 2018.

Motion by:	Commissioner	Paul	
•			

Second by: VIGE Mayor Gielchinsky

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Daniel Gielchinsky
Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa MMC, Town Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

EXHIBIT "A"

PURCHASE ORDER

Phone (972) 755 8200 Fax (972) 755 8210

www.vartechnologyfinance.com



VAR Technology Finance Proposal (This is not a contract; executable contracts to follow)

VAR Technology Finance is pleased to offer this proposal for the technology solution that Town of Surfside wishes to acquire from CDW. For over 25 years, we have provided simple, fast and cost-effective acquisition options to more than 50,000 customers ranging from small entrepreneurial organizations to large Fortune 500 corporations. We hope to be your high performance partner in acquiring your technology.

Equipment/Software Cost		\$139,527.00 (Not including tax)			
Equipment/Software Description		Panasonic Toughbooks, Microsoft and Adobe Quote KDNW182			
		Term	Period	Purchase Option	Payment
)	- :	36 Months	Annually	FMV	\$43,475.73
I	= :	36 Months	Annually	\$1	\$50,405.03
*Recommended Option Based on Equipment Type					
Structure		First paymer	nt due one mon	th after contract commencemen	t.
Asset Assumptions				assume 88.2% of tier 1 hardwa the payment may be adjusted u	
Equipment Location		Please provi	de the address	where the equipment will be loc	eated.
		Address:			
		City, State &	Zip:		
		Is this a hos	ting site, data c	enter or co-location facility?	YES NO
Proposal Expiration Date		This proposa	al and payment	options within are valid through	10/29/18
This proposal is based on certain underwriting and pricing assumptions and the execution of mutually acceptable documentation. Rates provided herein are subject to change based on any increase in published swap rates. If the configuration changes at any time prior to commencement, the payment may be adjusted up or down. The information herein is confidential, valid through 10/29/18, and may be withdrawn or amended at any time prior to contract commencement. The payments quoted do not include sales use, rental or property tax.					
Please email this page along with required documentation (if any) by 10/29/18 to indicate your desire to enter into an agreement with VAR Technology Finance.					
Regards,					
Dianne Sheeley Direct Line: 469-307-6380 dsheeley@vartechnologyfinance.co	om				

EXHIBIT "B"

MASTER LEASE AGREEMENT AND ADDENDUM

Master Lease #: 478949

MASTER LEASE AGREEMENT



Lessor: VAR Technology Finance 2330 Interstate 30 Mesquite, TX 75150

Phone: (972) 755 8200 (972) 755 8210

Lessee (Leasing Customer): Town of Surfside Lessee's Chief Executive Office - Street: 9293 Harding Ave, City, ST & Zip Code: Surfside, FL, 33154-3009 Lessee's Telephone: 305.861.4863

Signatures

Lessor has reviewed this page and the rest of this Lease Lessee has reviewed this page and the rest of this Lease VAR Technology Finance (Lessor) **Town of Surfside Authorized Signature Authorized Signature** Julio Yero Chief Date Print Name Date **Print Name** Title Title Terms and Conditions

In this Master Lease Agreement (this "Agreement"), the words "You" and "Your" mean the "We," "Us" "Our" and "Lessor" mean VAR Technology Finance. Lessee named above. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. You acknowledge and agree that this Agreement and each Schedule represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for Your When You open an account or add any additional service. We will ask You for Your pame, address, federal employer identification number service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other

Identifying documents.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule We may insert or correct any information missing in this Agreement or a binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any Information missing in this Agreement or a Schedule, including Your proper legal name, sortal numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; RENEWAL. The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Intille Term").

Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). With respect to each Lesse, unless You have a \$1.00 Purchase Option as Indicated in the related Schedule, You shall notify its in writing at least 90 days but not more than 120 days before the end of a Term (the "Notice Period") that you intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lesse will automatically renew for an additional three-month period (a "Renewal Term") and (b) all terms of such Lesse will continue to apply. If You do notify Us in writing within the Notice Period for a given Lesse that You intend to purchase or return the related Equipment at the end of the Term of such Lesse, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Markot Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment, Each Lesse is non-cancelable for the full Term.

3. UNCONDITIONAL OBLIGATION. With respect to each Lesse, You agree that: (i) You selected the Equipment and the Supplier based on Your own judgment; (ii) Your obligations under each Lesse are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (iii) If You are a party to any maintenance.

reduction or setoff for any reason whatsoever; (iii) if You are a party to any maintenance, supplies or other contract with the Supplier, such contract is NOT part of any Lease (even though We may, as a convenience to You and the Supplier) bill and collect monies owed by You to the Supplier; and (iv) if the Equipment is unsatisfactory or if the Supplier fails to provide any service or fulfill any other obligation to You, You shall continue to fully perform under each Lease

4. ACCEPTANCE OF EQUIPMENT; PAYMENTS. With respect to each Schedule, You will inspect and test the operation of the Equipment upon its delivery and You will notify Us within ten (10) days of delivery if the Equipment is not satisfactory. YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY WITHIN TEN (10) DAYS OF DELIVERY THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND UNCONDITIONALLY ACCEPTED BY YOU. If requested, You will sign a separate

Equipment delivery and acceptance certificate for each Schedule. We may at Our discretion verify by telephone such information regarding delivery and acceptance of the Equipment as we deem appropriate and any such telephone verification of Your acceptance will have the same effect as a written delivery and acceptance certificate signed by You. With respect to each Lease. You agree to pay a prorated Payment for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. This prorated payment will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first Invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments the Lease. Restrictive encorsentaries on checks with not be unusually on os. All payments received will be applied to pest due amounts and to the current amount due in such order as We determine. Any security deposit that You pey under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full on or before

obligations under the applicable Lease. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

5. INDEMINIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind. termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

use the Equipment.

6. NO WARRANTIES, WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLED, ARSENG BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that each Lease is, or shall be ated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby welve any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY, LOCATION, OWNERSHIP; USE AND MAINTENANCE OF EQUIPMENT.

limitations of them or of remedies.

7. DELIVERY, LOCATION, OWNERSHIP; USE AND MAINTENANCE OF EQUIPMENT.

We are not responsible for delivery or installation of the Equipment relating to any Schedule. We are not responsible for delivery or installation or the Equipment relating to any Schedule You are responsible for Equipment meintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under the applicable Lease. under any such agreements shall constitute a default by You under the applicable Lease. You agree that the Equipment is and shall remain personal property and without Cur prior written consent, You shall not permit it to become (i) attached to real property, or (ii) subject to litens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; [NSURANCE. You shall, at all times during each Lease, (i) bear the dist of loss and describe to the Equipment and shall continue performing all Your obligations.

6. LOSS; DAMAGE! (NSURANCE: You shall, at all times during each Losse, (i) bear risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment Insurance against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if

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Lessee has reviewed this page.

12. RETURN OF EQUIPMENT. If You are negated to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handing tee of \$250.00. The Equipment must be properly packed

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14. Delyment presented with respect to each Lesse, You will be in default if if you begin or pay any amount due unto any Leose within 16 days of the due of date, (2) You breach or breach any amount due untor any Leose within 16 days of the due of the delyment in the state of the set of the state of the state of the state of the set of the state o

To, TAUCES AND OTHERS. You are responsible for all base (including, without information, easies, use and personal properly bases, cacheding only bases bessed on Our informatic desires, use and personal properly bases, cacheding only bases based on Our including, license and offer governmental charges relating to the Agreement, each Lesse suidor the infalled Term of each besse and the infalled Term of each besse, with a finance charge, You suffered will be payable over the infalled Term of each besse, with a finance charge, You suffered will be payable over the infalled Term of each besse, with a finance charge, You suffered will be payable over the infalled Term of each besse, and a finance are related to the Charges as they become due, and You suffered to be the Virtual mountainter of the suffered of the mountainter of the suffered declarated (or set of contracting or or the charges are related for an official season of a finance and the charges are related for the connection with the opping or of the connection with the opping of the connection of the connection of the connection of the connection with the appreciate of the connection of

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Phone (972) 755 8200 Fax (972) 755 8210 www.vartechnologyfinance.com



Exhibit A

Equipment Lease	Schedule No	. 1
This Equipment Lease Schedule (this "Schedule") is made and entered int Technology Finance (hereinafter "We," "Us" or "Our") and Town of Surf subject to that certain Master Lease Agreement No. 478949 (the "Master Asset forth in the Master Agreement are hereby reaffirmed and incorporated Master Agreement together with this Schedule constitute a Lease (as de exclusive agreement between You and Us regarding the leasing of the Equ subsequent to the date of this Schedule shall be ineffective as to this Schedule	side (hereinafter Agreement") betw in and made part fined in the Mast ipment identified b	"You" or "Your"). This Schedule is entered into een You and Us. All of the terms and conditions of this Schedule, as if fully set forth herein. The er Agreement) and represent the complete and below. Any amendment to the Master Agreement
We hereby agree to lease to You, and You hereby agree to lease from conditions set forth in this Schedule and in the Master Agreement:	Us, the following-	described Equipment upon the terms and
Description of Equipment - INCLUDE MAKE, MODEL AND SERIAL I		CH ADDITIONAL PAGE IF NECESSARY)
See attached S	Schedule A	
Equipment Supplier: VAR Technology Finance		
Equipment Location Address: 9293 Harding Ave , Surfside, FL 33154-	3009	
Initial Term: 37 Months, 3 Annual payments, 30 days deferred		
Commencement Date of this Lease: (completed by Us follows)	wing Our acceptanc	e of this Schedule)
Payment*: \$43,475.73 (*Plus Applicable Taxes)		
Payment Period:		
\$0.00 Payment(s) is(are) due at the time this Schedule is signed, which I have a payment First and Last Lease Payments Security Deposit: \$ Documentation/Processing Fee: \$75.00 Purchase Option at end of Original Term: None		
	renar (¢1.00)	_ cate
The above equipment purchase options may be exercised by You only Master Agreement or this Schedule at the time You desire to exercise before having the right to exercise such option. This Schedule is non-cancelable and may not be terminated early	a purchase option	Initial Term. If You are in default under the , You must cure such default to Our satisfaction
VAR Technology Finance	You: Town of	Surfside
By: X	Ву:	X
Date:	Name (Print):	Julio Yero
	Title:	Chief
	Date Signed:	

Phone 800 347-0628 Fax 972 755-8210 www.vartechnologyfinance.com



Schedule A

Town of Surfaide

Quantity	Manufacturer	Description
37	Adobe	Adobe Acrobat Standard 2017 - license - 1 user Electronic distribution - no media
37	Panasonic	Panasonic Toughbook 54 Elite FP Public Sector Service Package - 14" - Core
37	Microsoft	MS MBG OFFICESTD 2019 ENG OLP NL LCL Electronic distribution - no media

Lessee:	Town of Surfside
Signature:	
Title:	Chief

Addendum to Agreement # 478949, between Town of Surfside, as Customer and VAR Technology Finance, as Lessor. The words "you" and "your" refer to Customer. The words we." "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or wilful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a defauit, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

VAR Technology Finance		Town of Surfaids	
Lessor		Customer	
		X	
Signature		Signature	
		Chief	
Title	Date	Title	Date

Phone 800 347-0628 Fax 972 755-8210 www.vartechnologyfinance.com



Authorization Agreement for Automatic Payments **For your convenience, we have included an ACH form. This is optional, not a requirement.**

With the Automatic Payment Plan, all your payments to us will be deducted from your checking account and paid to VAR Technology Finance on the payment due date as shown on your regular invoice. Your regular invoice will also display the amount to be deducted.

Customer Names Town of Custoids hereby outhorized to initiate debit entries to our checking account

indicated below at the depository named below, hereinafted DEPOSITORY to debit the same to such account for amo Agreement(s) dated between Town of Surfside and	er called "DEPOSITORY", and authorizes the ounts due pursuant to the terms of the		
Depository Name/Branch	City, State & Zip Code		
Routing Number Account Number The authorization is to remain in full force and effect until Town of Surfside has received written notification from us of its termination in such time and in such manner as to afford Town of Surfside an DEPOSITORY a reasonable opportunity to act on it. You agree that a facsimile copy of this agreement bearing signatures may be treated as an original.			
Signature of Authorized Representative	Date		
Title of Authorized Representative	Company Name		

PLEASE ATTACH A VOIDED CHECK AND FAX TO US AT (972) 755 8210

- Important: Your advance payment check will be used for verification of your checking account.
- Please fax a copy of the documents and a voided check to: 972-755-8210 for initial verification.