

RESOLUTION NO. 11-2015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2010/2011 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF THIRTY EIGHT THOUSAND SEVEN HUNDRED FORTY THREE AND SIXTY-FOUR CENTS (\$38,743.64) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

WHEREAS, Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055, defines the purposes and procedures to be utilized for the appropriation and expenditure of Police Confiscation Fund; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that such needs exist and is in compliance with Section 881(e) (3) of Title 21, United States Code and Florida Statute Section 932.7055; and

WHEREAS, such funds are available in the Police Confiscation Fund- State of Florida and Federal Asset Forfeiture Programs;

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

Section 1. Confiscation Fund Expenditures. Based on the attached Certificate of the Police Chief, the Town Commission hereby approves the fiscal year Police Confiscation Fund expenditures for the Town of Surfside, a true and correct listing of which is set forth in Attachment "A."

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

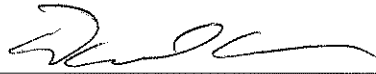
PASSED and ADOPTED this 8 day of March, 2011.

Motion by Commissioner Kopelman, second by Commissioner Graubart

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin
Commissioner Edward Kopelman
Commissioner Marta Olchyk
Vice Mayor Joseph Graubart
Mayor Daniel Dietch

yes
yes
yes
yes
yes



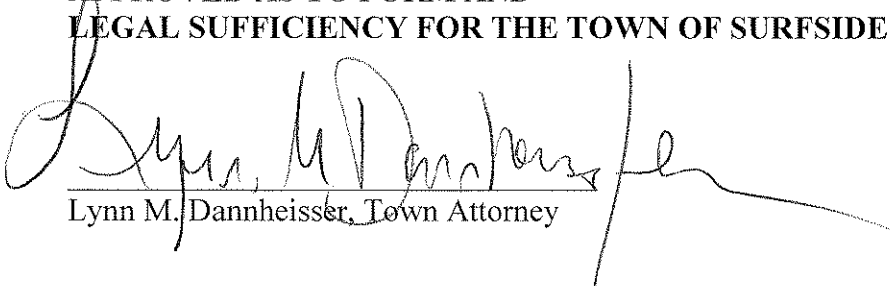
Daniel Dietch, Mayor

ATTEST:



Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney

CERTIFICATE OF CHIEF OF POLICE

I, DAVID E. ALLEN, Chief of Police of the Town of Surfside, do hereby certify the expenditures for a Three Year Lease of 26 Laptops, Documentation Fee, and Server is \$38,743.64 from the Town of Surfside Confiscation Fund, for the 2010/2011 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055.

Dated: _____

David E. Allen
Chief of Police

ATTACHMENT A

DELL**QUOTATION**

QUOTE #: 575152995

Customer #: 15237228

Contract #: WN05ACA

Customer Agreement #: 250WSCA10ACS;B27160

Quote Date: 2/18/11

Date: 2/18/11 6:16:02 PM

Customer Name: TOWN OF SURFSIDE

TOTAL QUOTE AMOUNT:	\$30,683.64		
Product Subtotal:	\$30,683.64		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 26	SYSTEM PRICE: \$1,180.14	GROUP TOTAL: \$30,683.64
Base Unit:	Dell Latitude E5510 (224-9980)		
Processor:	Latitude E5510, Intel Core i5 560M, 2.66GHz, 1066MHz 3M L2 Cache (317-5727)		
Processor:	Intel Core i5 Processor (330-7465)		
Memory:	4.0GB, DDR3-1333MHz SDRAM, 1 DIMM, Dell Latitude (317-4722)		
Keyboard:	Documentation (English) Latitude E-Family/Mobile Precision (330-1652)		
Keyboard:	Internal English Keyboard Single Pointing, Dell Latitude E5410/E5510 (330-7773)		
Video Card:	Express Card without Modem, Dell Latitude E5510 (320-8889)		
Hard Drive:	320GB Hard Drive 9.5MM, 7200RPM, Dell Latitude E (342-0482)		
Hard Drive Controller:	Dell Touchpad with Anti-microbial protection, Dell Latitude E5510 (330-7789)		
Floppy Disk Drive:	15.6" HD+(1600x900) Wide View Anti-Glare LED with Premium Panel Guarantee, Dell Latitude E5510 (320-8893)		
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
Operating System:	Genuine Windows 7 Professional, 64-bit, w/ media, Latitude, English (421-1644)		
Modem:	No Modem for Latitude E-Family (313-9606)		
TBU:	US - 3-FT, 3-Pin Flat E-Family Power Cord for Latitude E-Family (330-0879)		
TBU:	90W 3-Pin, AC Adapter, Dell Latitude E5510 (331-0138)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW Optical Drive, Dell Latitude E5410/E5510 (313-9369)		
CD-ROM or DVD-ROM Drive:	8X DVD+/- Bezel, Dell Latitude E5510 (313-9390)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4371)		
Sound Card:	Digital Microphone, Dell Latitude E5510 (313-9387)		
Processor Cable:	Dell WLAN 1501 (802.11b/g/n) 1/2 MiniCard, Dell Latitude E (430-0797)		
Bundled Software:	Microsoft Office Starter 2010,OptiPlex,Precision and Latitude (421-3950)		
Bundled Software:	Microsoft Office Home and Business 2010,English,OptiPlex,Precision and Latitude (421-3954)		
Feature	9-Cell/85-WHr Battery for Latitude E5X00 (312-0744)		
Service:	Basic Hardware Service: Next Business Day Parts and Limited Labor Onsite Response 2 Year Extended (926-3512)		
Service:	Basic Hardware Service: Next Business Day Parts and Limited Labor Onsite Response Initial Year (929-3500)		
Service:	Dell Limited Hardware Warranty Plus Onsite Service Extended Year(s) (922-1458)		

Service:	Dell Limited Hardware Warranty Plus Onsite Service Initial Year (922-1467)
Support:	CompleteCare Accidental Damage Protection, 3 Year (926-3682)
Support:	Info, Complete Care (988-7689)
	Resource DVD - Contains Diagnostics and Drivers, Dell Latitude E5510 (330-7792)
	Dell Back-up and Recovery Manager for Win7, MUI, Latitude, Precision, OptiPlex, Vostro (330-6043)

SALES REP:	Xavier Palacios	PHONE:	1866-302-7449
Email Address:	xavier_palacios@dell.com	Phone Ext:	72-50172

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.



DELL FINANCIAL SERVICES LEASE PROPOSAL

Town of Surfside

February 21, 2011

LEASE PROGRAM: \$1 Buyout Tax Exempt Lease Purchase

Dell Quote #	Equipment	Unit Price	Qty.	Total Amount Financed	Payment Frequency	Lease Term (months)	Lease Payments
575152995	Latitude E5510	\$1,180.14	26	\$30,683.64	Monthly	36	\$935.24

The above payment does not include a one time documentation fee of \$75 per lease

LESSEE: Town of Surfside

LESSOR: Dell Financial Services LLC and/or its successors and assigns.

END OF LEASE OPTIONS:

\$1 BUYOUT LEASE OPTION

Option available to lessee upon completion of the base lease term are as follows:

Exercise the option to purchase the products for \$1.00.

LEASE QUOTE: The Lease Quote is **exclusive** of interim rental, 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 fax a copy of your Exemption Certificate with the Lease Contract.

PURCHASE ORDER: The Purchase Order will be made out to Dell Financial Services, One Dell Way, RR3 / MS8468, Round Rock, TX 78682. The Purchase Order will 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. Please 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; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance.

APPROPRIATION COVENANT: The Lease shall 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 and Lessee will not give priority or parity in the application of funds to any functionally similar equipment.

DOCUMENTATION: Duly executed Agreement and other appropriate documents, including, opinions of counsel, UCC financing statements, audited financials and such other documentation as is reasonably requested by Lessor.

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.