

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING CHAIRMAN TO SIGN LEASE WITH DELL FINANCIAL SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a lease agreement with Dell Financial Services for the purpose leasing the software and equipment with an option to purchase as detailed in the Lease Agreement, a copy of which is attached; and,

WHEREAS, entering into the Lease Agreement with Dell Financial Services is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts Lease Agreement with Dell Financial Services.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Lease Agreement with Dell Financial Services, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 17th day of October, 2010.

Moved by Tom Richards, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:

Rusty Hike

NAYS:

none

ABSENT:

Rich Jansen

Jon Malbreck

Tom Richards

ABSTAIN:

Jim Nekuda

Debra J. Noughtaling
County Clerk



Approved as to form

[Signature]
Deputy County Attorney

LEASE NO: 810-008918021-001

Your DELL Customer Number is: 8654783



Financial Services

Company No: 83

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE "YOU" AND "YOUR" IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE "WE", "US" AND "OUR" WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

| | | | | |
|--|---------------------------------------|---|--|--|
| FULL LEGAL NAME OF LESSEE SARPY COUNTY, NEBRASKA | | LEASE TERM (MONTHS) 36 | ANNUAL RENT PAYMENT(S) ^ \$36,239.63 principal and interest components as set forth on Attachment B ^Subject to Applicable Tax | TRANSACTION PROCESSING FEE* \$0.00 |
| DBA NAME (IF ANY) | TYPE OF ENTITY Municipality | FINANCING TERMS Product Cost: \$106,580.87 Shipping Charges**: \$0.00 Transaction Processing Fee: \$0.00 Total On Lease: \$106,580.87 (ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE). | | |
| BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 1210 GOLDEN GATE DR STE 1129 PAPILLION NE 68046 | | INTEREST RATE 7.31% | PRINCIPAL AMOUNT FINANCED \$101,251.83 | |
| PRODUCT LOCATION SEE ATTACHMENT A | | GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A | | |
| | | END OF LEASE PURCHASE OPTION Tax Exempt Lease Purchase | | |

TERMS AND CONDITIONS OF LEASE

1. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy and we receive reimbursement from Dell for the full Product Cost shown above, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent annual period (or the following day of the subsequent annual if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

2. Funding Intent; Nonappropriation of Funds: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate 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 nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.



LEASE NO: 810-008918021-001

Your DELL Customer Number is: 8654783

3. Representations, Warranties and Covenants: You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; and (g) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (g) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

4. No Warranties: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

5. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

6. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

7. Title; Quiet Enjoyment; Personal Property; Filing: You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

8. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

9. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

10. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

11. Return: In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

12. Purchase Option: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the Purchase Option price of \$1.00. Upon payment in full of the Purchase Option price and any amounts which may be due

LEASE NO: 810-008918021-001

Your DELL Customer Number is: 8654783

hereunder, we will transfer our interest in the Products, if any, to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease and our security interest in the Products will terminate.

13. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

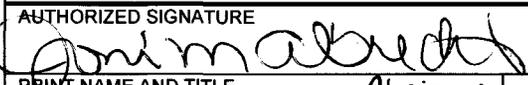
14. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

15. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

16. Indemnity: To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

17. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted 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 Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

| | | | | |
|---|------------------|--|--------------------|---|
| LESSEE: SARPY COUNTY, NEBRASKA | | LESSOR: Dell Financial Services L.L.C. 99355 Collections Center Drive Chicago, IL 60693 | | PHONE (800) 955-3355 FAX (512) 723-6659 or FAX (512) 246-2028 |
| AUTHORIZED SIGNATURE  | | AUTHORIZED SIGNATURE  | | |
| PRINT NAME AND TITLE Joni M. Albrecht, Chairman Sarpy Co. Bd | DATE 10/19/10 | PRINT NAME AND TITLE Stephen A. Maher - Mgr Public Ops | DATE 11/11/2010 | |

Approved as to form:



LEASE NO: 810-008918021-001

Your DELL Customer Number is: 8654783



**LEASE AGREEMENT
Attachment A**

Company No: 83

Attached hereto and made a part hereof Lease No: 810- 008918021-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and SARPY COUNTY, NEBRASKA as Lessee

| Product Location | General Product Description/Supplier/Quantity | |
|--|--|-----------------|
| 1210 GOLDEN GATE DR STE 1130 PAPILLION NE 68046 | Dell Order #482299893 | |
| | Description | Quantity |
| | GOVT NETBACKUP PLATFORM BASE 7.0 1TB FRONT END XPLAT BS | 4 |
| | GOVT ESSEN 12MO NBU PLATFORM BASE 7.0 1TB FRONT END XPLAT BS | 4 |
| | GOVT NBU PLATFORM DEDUPLICATION OPT ADDON 7.0 1TB FRNT END XPLAT BS | 2 |
| 1210 GOLDEN GATE DR STE 1130 PAPILLION NE 68046 | Dell Order #482303075 | |
| | Description | Quantity |
| | Dell EqualLogic PS6000E, High Capacity 7.2K SATA Drives 16.0 Terabyte capacity,16X1TB 7.2K SATA, Dual Controller Asynchronous Replication | 1 |
| | Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware | 1 |
| | Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 | 1 |
| 1210 GOLDEN GATE DR STE 1130 PAPILLION NE 68046 | Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended | 1 |
| | ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year | 1 |
| | Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year | 1 |
| | Dell Hardware Limited Warranty Extended Year | 1 |
| | Dell Hardware Limited Warranty Initial Year | 1 |
| | Remote Implementation of a Dell EqualLogic Array (to schedule, email US_Remote_Services@dell.com) | 1 |
| | Proactive Maintenance Service Declined | 1 |
| | MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year | 1 |
| | EqualLogic Advanced Software Warranty and Service,7x24 Access,3 Year | 1 |
| | Dell Order #482305047 | |
| Description | Quantity | |
| PE R710 with Chassis for Up to 6, 3.5-Inch Hard Drives and Intel 56XX Processors | 1 | |
| PowerEdge R710 Shipping | 1 | |
| 40GB Memory (5x8GB), 1333MHz Dual Ranked RDIMMs for 1 Processor, Optimized | 1 | |

LEASE NO: 810-008918021-001

Your DELL Customer Number is: 8654783

| | |
|--|---|
| Embedded Broadcom, GB Ethernet NICS with TOE and ISCSI Offload Enabled | 1 |
| Embedded Broadcom, GB Ethernet NICS with TOE | 1 |
| Intel XeonE5620 2.4Ghz, 12M Cache,Turbo, HT, 1066MHz Max Mem | 1 |
| PowerEdge R710 Heat Sink for 1Processor | 1 |
| No Second Processor | 1 |
| HD Multi-Select | 1 |
| PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache, x6 Chassis | 1 |
| Power Saving BIOS Setting | 1 |
| No Operating System | 1 |
| Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 | 1 |
| iDRAC6 Enterprise | 1 |
| DVD ROM, SATA, INTERNAL | 1 |
| Bezel | 1 |
| Riser with 2 PCIe x8 + 2 PCIe x4 Slot | 1 |
| Dell Management Console | 1 |
| Electronic System Documentation and OpenManage | 1 |
| DVD Kit | 1 |
| RAID 5 for H700 or PERC 6/i Controllers | 1 |
| Sliding Ready Rails With CableManagement Arm | 1 |
| High Output Power Supply Redundant, 870W | 1 |
| No Power Cord | 1 |
| Basic: Business Hours (5X10) Next Business Day On Site | 1 |
| Hardware Warranty Repair 3 Year Extended | 1 |
| Basic: Business Hours (5X10) Next Business Day On Site | 1 |
| Hardware Warranty Repair Initial Year | 1 |
| Dell Hardware Limited Warranty Extended Year | 1 |
| Dell Hardware Limited Warranty Plus On Site Service Initial Year | 1 |
| SATA Hard Drive Ltd Warranty with Basic Support, 3 Year Extended | 1 |
| SATA Hard Drive Ltd Warranty with Basic Support, Initial Year | 1 |
| DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED | 1 |
| On-Site Installation Declined | 1 |
| Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter | 1 |
| Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter | 1 |
| Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |

Dell Order #482307118

1210 GOLDEN GATE DR
STE 1130
PAPILLION
NE
68046

| Description | Quantity |
|--|----------|
| Riser with 2 PCIe x8 + 2 PCIe x4 Slot | 1 |
| Dell Management Console | 1 |
| Electronic System Documentation and OpenManage | 1 |
| DVD Kit | 1 |
| RAID 5 for H700 or PERC 6/i Controllers | 1 |

LEASE NO: 810-008918021-001

Your DELL Customer Number is: 8654783

| | |
|--|---|
| Sliding Ready Rails With CableManagement Arm | 1 |
| High Output Power Supply Redundant, 870W | 1 |
| No Power Cord | 1 |
| Basic: Business Hours (5X10) Next Business Day On Site | 1 |
| Hardware Warranty Repair 3 Year Extended | |
| Basic: Business Hours (5X10) Next Business Day On Site | 1 |
| Hardware Warranty Repair Initial Year | |
| Dell Hardware Limited Warranty Extended Year | 1 |
| Dell Hardware Limited Warranty Plus On Site Service Initial Year | 1 |
| SATA Hard Drive Ltd Warranty with Basic Support, 3 Year | 1 |
| Extended | |
| SATA Hard Drive Ltd Warranty with Basic Support, Initial Year | 1 |
| DECLINED CRITICAL BUSINESS SERVER OR STORAGE | 1 |
| SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES | |
| REP IF UPGRADE NEEDED | |
| On-Site Installation Declined | 1 |
| Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 | 1 |
| meter | |
| Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 | 1 |
| meter | |
| Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 | 1 |
| meter | |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| 2TB 7.2K RPM SATA 3Gbps 3.5in HotPlug Hard Drive | 1 |
| PE R710 with Chassis for Up to 6, 3.5-Inch Hard Drives and | 1 |
| Intel 56XX Processors | |
| PowerEdge R710 Shipping | 1 |
| 24GB Memory (6x4GB), 1333MHz Dual Ranked RDIMMs for 1 | 1 |
| Processor, Optimized | |
| Embedded Broadcom, GB Ethernet NICS with TOE and | 1 |
| ISCSI Offload Enabled | |
| Embedded Broadcom, GB Ethernet NICS with TOE | 1 |
| Intel XeonE5620 2.4Ghz, 12M Cache,Turbo, HT, 1066MHz Max | 1 |
| Mem | |
| PowerEdge R710 Heat Sink for 1Processor | 1 |
| No Second Processor | 1 |
| HD Multi-Select | 1 |
| PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, | 1 |
| PCIe256MB Cache, x6 Chassis | |
| Power Saving BIOS Setting | 1 |
| No Operating System | 1 |
| Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 | 1 |
| iDRAC6 Enterprise | 1 |
| DVD ROM, SATA, INTERNAL | 1 |
| Bezel | 1 |

All other terms and conditions of the Lease shall remain unchanged.

LEASE NO: 810-008918021-001

Your DELL Customer Number is: 8654783



LEASE AGREEMENT
Attachment B

Company No: 83

Attached hereto and made a part hereof Lease No: 810- 008918021-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and SARPY COUNTY, NEBRASKA as Lessee

| Payment # | Opening Balance | RENT | INTEREST | PRINCIPAL | Balance | PURCHASE PRICE |
|--------------|-----------------|-----------|----------|-----------|------------|----------------|
| | 106,580.87 | | | | | |
| <i>DLED*</i> | (5,329.04) | | | | 101,251.83 | |
| 1 | 101,251.83 | 36,239.63 | - | 36,239.63 | 65,012.20 | 68,209.63 |
| 2 | 65,012.20 | 36,239.63 | 4,918.28 | 31,321.34 | 33,690.86 | 36,888.28 |
| 3 | 33,690.86 | 36,239.63 | 2,548.77 | 33,690.86 | 0.00 | - |

*DFS Lease Equipment Discount

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

| | | | | |
|--|--|---|--|--|
| Part I Reporting Authority | | | If Amended Return, check here <input type="checkbox"/> | |
| 1 Issuer's name SARPY COUNTY, NEBRASKA | | 2 Issuer's employer identification number (EIN) | | |
| 3 Number and street (or P.O. box if mail is not delivered to street address) 1210 GOLDEN GATE DR | | Room/suite 1129 | 4 Report number (For IRS Use Only) 3 | |
| 5 City, town, or post office, state, and ZIP code PAPILLION, NE 68046-2845 | | 6 Date of issue | | |
| 7 Name of issue Lease Schedule 810-8918021-001 | | 8 CUSIP number | | |
| 9 Name and title of officer of the issuer or other person whom the IRS may call for more information | | 10 Telephone number of officer or other person () | | |

| | | |
|---|----|-------------------|
| Part II Type of Issue (enter the issue price) See instructions and attach schedule | | |
| 11 Education | 11 | |
| 12 Health and hospital | 12 | |
| 13 Transportation | 13 | |
| 14 Public safety | 14 | |
| 15 Environment (including sewage bonds) | 15 | |
| 16 Housing | 16 | |
| 17 Utilities | 17 | |
| 18 Other. Describe ► Computer Office Equipment | 18 | 101,251 83 |
| 19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/> | | |
| If obligations are BANs, check only box 19b <input type="checkbox"/> | | |
| 20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/> | | |

| | | | | |
|---|----------------------|---|-------------------------------|---------------|
| Part III Description of Obligations. Complete for the entire issue for which this form is being filed. | | | | |
| (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
| 21 | \$ 101,251.83 | \$ N/A | 3 years | 7.31 % |

| | | |
|---|----|-------------------|
| Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) | | |
| 22 Proceeds used for accrued interest | 22 | |
| 23 Issue price of entire issue (enter amount from line 21, column (b)) | 23 | 101,251 83 |
| 24 Proceeds used for bond issuance costs (including underwriters' discount) | 24 | |
| 25 Proceeds used for credit enhancement | 25 | |
| 26 Proceeds allocated to reasonably required reserve or replacement fund | 26 | |
| 27 Proceeds used to currently refund prior issues | 27 | |
| 28 Proceeds used to advance refund prior issues | 28 | |
| 29 Total (add lines 24 through 28) | 29 | |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | |

| | |
|--|-------------|
| Part V Description of Refunded Bonds (Complete this part only for refunding bonds.) | |
| 31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . ► | _____ years |
| 32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . ► | _____ years |
| 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . ► | _____ |
| 34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) | _____ |

Part VI Miscellaneous

- | | | |
|-----|--|--|
| 35 | | |
| 36a | | |
| 37a | | |
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b Enter the final maturity date of the GIC ▶ _____
- 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units
- b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____
- 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 40 If the issuer has identified a hedge, check box ▶

Signature and Consent Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Brian Hanson 10-21-10 ▶ Brian Hanson
 Signature of issuer's authorized representative Date Type or print name and title
 Fiscal Administrator

| | | | | |
|---------------------------------|--|------|---|------------------------|
| Paid Preparer's Use Only | Preparer's signature ▶ | Date | Check if self-employed <input type="checkbox"/> | Preparer's SSN or PTIN |
| | Firm's name (or yours if self-employed), address, and ZIP code ▶ | EIN | Phone no. () | |

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption
- Read instructions on reverse side/see note below

| | | | | | |
|---|--------------------|--------------------------|---|--------------------|--------------------------|
| NAME AND MAILING ADDRESS OF PURCHASER | | | NAME AND MAILING ADDRESS OF SELLER | | |
| Name Sarpy County (All Departments) | | | Name Dell Financial Services LLC Attn: Denise Hightower | | |
| Street or Other Mailing Address 121 0 Golden Gate Drive | | | Street or Other Mailing Address One Dell Way, PS2DF-28 Fax (512) 283-9380 | | |
| City Papillion | state NE | Zip Code 68046 | City Round Rock | State TX | Zip Code 78682 |

Check Type of Certificate
 Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.
 I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:
 Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section Q)

SECTION A-Nebraska Resale Certificate

Description of Item or Service Purchased _____
 I hereby certify that the purchase, lease, or rental of _____ from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.
 I further certify that we are engaged in business as a - Wholesaler Retailer Manufacturer Lessor
 of Description of Product Sold, Leased, or Rented _____
 and hold Nebraska Sales Tax Permit Number 01- It None, State Reason _____
 or Foreign State Sales Tax Number _____ State _____

SECTION B-Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 01 (Insert appropriate category as described on reverse of this form.)
 If exemption category 2 or 5 is claimed, enter the following information:

| | |
|----------------------------------|-----------------------------------|
| Description of Item(s) Purchased | Intended Use of Item(s) Purchased |
| | |

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-
 If exemption category 6 is claimed, seller must enter the following information and sign this form below:

| | | | |
|-----------------------------|------------------------------------|--|---|
| Description of Item(s) Sold | Date of Seller's Original Purchase | Was Tax Paid when Purchased by Seller? <input type="checkbox"/> YES <input type="checkbox"/> NO | Was Item Depreciable? <input type="checkbox"/> YES <input type="checkbox"/> NO |
|-----------------------------|------------------------------------|--|---|

SECTION C-For Contractors Only

1. Purchases of Building Materials or Fixtures:
 As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-
2. Purchases Made Under Purchasing Agent Appointment:
 Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or the agent thereof, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Sections 77-2701 through 77-27,135 of the Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$1 00 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief it is correct and complete.

sign here Juan C. Hanson Purchasing Agent
 Authorized Signature _____ Title _____ Date October 21, 2010

NOTE: Sellers must keep this certificate as part of their records. **DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.**
 Incomplete certificates cannot be accepted.



Sarpy County Information Systems
1210 Golden Gate Drive Suite 1128
Papillion, Nebraska 68046

402 . 593 . 2325
www.sarpy.com

MEMORANDUM

To: County Board
From: Mark L. Walters, Information Systems Director
Subject: Lease of Equipment for Information Systems
Date: October 14, 2010

On October 19, 2010, Information Systems (I.S.) will be requesting the Board sign a 36 month lease agreement with Dell for equipment included in the I.S. FY 2011 budget. The lease term is three (3) years and will have an annual payment of \$36,239.63 per year. The financing rate for this lease is 2%. Total equipment being purchased is \$106,580.87 and the total payments are \$108,718.89.

The equipment being leased is:

- EqualLogic PS6000X - Storage Area Network (SAN) - 16 Terabyte (TB) storage
- Symantec Netbackup Software - Enable backup and deduplication
- PE 710 Server - Server used to store deduplication data
- PE 710 Server - Server used to run Symantec Netbackup Software

This equipment and software is priced under the Western States Contracting Alliance (WSCA) agreement.

Please contact me if you have any questions or you need any additional details.

cc: Mark Wayne
Scott Bovick
Brian Hanson

Mark Walters

From: Missy_Totten@Dell.com
Sent: Wednesday, October 13, 2010 12:37 PM
To: Mark Walters
Subject: RE: Lease 810-8918021-001 Sarpy County, Nebraska
Attachments: image001.png

Mark,

The cost of the lease is 2%. Dell is paying part of your interest. When the paperwork is done they subtract the interest that is being paid from the equipment cost and run the amortization table. Since this is tax exempt financing (which means the lessor (DFS) does not have to pay federal income tax on the money loaned), DFS can only take exemptions with the IRS on the amount minus the amount Dell is paying for the interest. That leaves a principal amount of \$101,251.83 and when you run your payment of \$36,239.63 against that amount it show a different interest rate. That lower principal amount and interest rate is what is shown on the 8038 form.

LEASE PROGRAM: \$1 Buyout Tax Exempt Lease Purchase

| Dell Quote # | Equipment | Unit Price | Qty. | Total Amount Financed | Payment Frequency | Lease Term (months) | Lease Rate Factor | Lease Payments |
|--------------|------------------------------|--------------|------|-----------------------|-------------------|---------------------|-------------------|---------------------|
| 554918791 | EqualLogic PS6000E | \$ 46,331.19 | 1 | \$ 46,331.19 | Annual | 36 | 0.34002 | \$ 15,753.53 |
| 558516007 | GOVT NETBACKUP PLATFORM BASE | \$ 47,955.66 | 1 | \$ 47,955.66 | Annual | 36 | 0.34002 | \$ 16,305.88 |
| 557224212 | PE 710 | \$ 6,390.35 | 1 | \$ 6,390.35 | Annual | 36 | 0.34002 | \$ 2,172.85 |
| 557225287 | PE 710 | \$ 5,903.67 | 1 | \$ 5,903.67 | Annual | 36 | 0.34002 | \$ 2,007.37 |
| TOTAL | | | | \$ 106,580.87 | | | | \$ 36,239.63 |

Thanks,

Missy Totten
Dell Financial Services
Financial Services Representative - Public SLG/EDU

512-724-5095 office | 512-283-9406 fax | 512-801-0181 Cell | Missy.Totten@Dell.com

Information contained in this e-mail is to be considered Dell Confidential

