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RESOLUTION NO. 03-42

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TELEPHONE SYSTEMS; RATIFYING THE AGREEMENT WITH BELL SOUTH COMMUNICATION SYSTEMS, LLC, AND BSFS EQUIPMENT LEASING FOR A NORSTAR ICS KEY SYSTEM AND VOICE MAIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay adopted Resolution no. 03-38 which authorized the Village Manager to enter into an Agreement ("Agreement") for the lease/purchase of Norstar telephone equipment ("Equipment") from BellSouth Communication Systems, LLC; and,

WHEREAS, the Village of Palmetto Bay has performed the necessary competitive process to procure the Equipment at a competitive price; and

WHEREAS, the Village of Palmetto Bay proposes to enter into the BellSouth Business Master Agreement and the Master Lease/Purchase Agreement with BSFS Equipment Leasing in substantially the form presented.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The terms of the contracts substantial in the form of the Agreement which is attached and incorporated in this resolution, are in the best interests of the village for the acquisition of the Lines.

Section 2. Execution of the Agreement is ratified. The Village Manager is authorized to execute and deliver the Agreement with any changes, insertions and omissions as may be approved by the Council. The Council's approval shall be conclusively evidenced by such execution that Agreement and delivery of the Lines. The Village Clerk shall affix the official seal of the Village of Palmetto Bay and attest to same.

Section 3. The Village Manager is authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all acts and things necessary or proper for carrying out this resolution and the Agreement.

Agreement No.: 2K2A 000808

1. **Master Agreement** - This Agreement ("Agreement") is made by BELLSOUTH COMMUNICATION SYSTEMS, LLC ("BellSouth") with offices at 1836 Blue Hills Drive, Roanoke, Virginia, 24012 and The Village of Palmetto Bay ("Customer") and will govern all Orders (existing or future) for Equipment and/or Services. Subject to Section 21, upon any termination of this Agreement all maintenance and other obligations of the parties shall continue with respect to Orders accepted by BellSouth prior to termination.

2. **Definitions** -

2.1 "Data Equipment and Data Services" are defined as the Equipment (including without limitation hubs, routers and remote access devices) that provides connectivity for local area data and/or VOP networks or to implement wide area networking; and the Services (including without limitation the assessment, design, configuration, staging, implementation, project management, monitoring and maintenance of such networks) provided by BellSouth under this Agreement as listed in an Order.

2.2 "Equipment" is defined as all communications and information systems products purchased from or serviced by BellSouth under an Order, including Data Equipment unless otherwise noted. Equipment also includes Software.

2.3 "Implementation" is defined as (a) for Equipment installed by BellSouth, the date the Equipment has been installed and is operating substantially in accordance with the manufacturer's specifications, or (b) for all other Equipment, upon delivery.

2.4 "Major Failure" is defined as the failure of Equipment that substantially interferes with the normal conduct of Customer's business.

2.5 "Minor Failure" is defined as any failure of Equipment other than a Major Failure.

2.6 "Order" is defined as any request for Equipment and/or Services placed by Customer pursuant to this Agreement and accepted by BellSouth as more fully described in Section 3.

2.7 "Services" is defined as work performed by BellSouth pursuant to this Agreement, including but not limited to the following: (a) Warranty and Maintenance Services, (b) Installation Services, (c) Electrical Damage Repair Service and/or (d) Data Services, unless otherwise noted.

2.8 "Software" is defined as any set of one or more computer programs which is composed of routines, subroutines, concepts, processes, algorithms, formulas, ideas, or know-how severally owned by or licensed to BellSouth and/or any one or more of its suppliers. The term Software shall also include any corrections, patches, updates, or revisions to Software originally provided.

3. **Orders** - Customer may place Orders for Equipment and/or Services pursuant to this Agreement by: (a) BellSouth order form, (b) telephone order to BellSouth for non-engineered move, add, or change work, not to exceed ten thousand dollars (\$10,000), (c) Customer purchase order or letter of purchase request; or (d) facsimile or electronic transmission, for the purpose of which Customer agrees that (i) BellSouth and its third-party lender or lessor may rely upon any facsimile copy, electronic data transmission or electronic data storage of the Agreement or any Order, and (ii) such facsimile copy, electronic data transmission or electronic data storage will be deemed an original and the best evidence thereof for all purposes, including, without limitation, all evidentiary purposes before any arbitrator, court or other adjudicatory authority. Each Order, if confirmed or accepted by BellSouth, shall constitute a separate purchase and, except for any provisions which are specifically excluded or modified in the Order, each Order shall automatically incorporate all the terms and conditions of this Agreement, and any and all standard (such as preprinted or computer generated) terms and conditions on any Customer purchase order forms or other Customer documents shall be deemed deleted. If Customer desires BellSouth invoices to reference Customer's purchase order or other number for convenience, Customer may include such number in each Order. Each Order shall also include any mutually agreed Statements of Work.

4. **Prices And Payment** - The total price for the Equipment and Services shall be stated in the applicable Order. Expedited Orders may involve additional charges. Unless otherwise stated in the applicable Order, Customer's payment is invoiced and due as follows: (a) Maintenance Service - monthly in advance, (b) Equipment or other Orders - 20% of the Total Equipment Price with Order, 50% at Equipment delivery and 30% at Implementation, (c) Installation Services - 100% upon the completion of the Installation Services. Data Equipment components shall be invoiced and payable upon shipment of Equipment by the manufacturer. Data Maintenance and Monitoring Services are invoiced and payable in advance (unless stated otherwise in the Order) beginning at Implementation at Customer's individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer's individual site locations. Customer shall pay the amounts agreed to and invoiced by BellSouth within thirty (30) days of receipt of invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, all related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges invoiced may vary from the estimate shown on the Order. In the event of a dispute between Customer and BellSouth as to the correctness of items appearing on BellSouth's invoice, Customer may withhold payment of the disputed items only.

5. **Taxes** - All charges are exclusive of applicable federal, state or local taxes and fees. BellSouth may invoice and Customer agrees to pay to BellSouth amounts equal to any taxes resulting from this Agreement or any activities hereunder, exclusive of taxes on BellSouth's net income. Customer will be responsible for any and all valuation, property, or other taxes assessable on Equipment on or after delivery to the installation site.

6. **Risk of Loss or Damage** - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery.

7. **Security Interest** - Customer grants BellSouth a purchase money security interest in each item of Equipment. Customer agrees to execute any documents reasonably requested by BellSouth to protect and/or perfect BellSouth's security interest.

8. **Software License** -

8.1 Software suppliers license Software on a nonexclusive basis to BellSouth, and BellSouth also develops Software or has Software developed for it by third parties. All such Software is and will remain the property of BellSouth or its third party suppliers. BellSouth, with respect to BellSouth developed Software and to the extent authorized under the supplier license, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the Software, subject to the following terms and conditions:

8.2 Customer shall (a) use the Software only in conjunction with the particular Equipment for which the Software was initially furnished; (b) use the Software solely for Customer's internal business purposes; (c) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the Software into human readable form, nor reproduce the Software except for archival purposes; (d) return the Software, together with all copies thereof, on or with BellSouth's consent, destroy (or cause to be destroyed on an erasable storage medium) the Software when no longer needed or permitted for use with the Equipment for which the Software was furnished; and (e) keep in confidence all information relating to Software and treat such information as the exclusive property and trade secret of BellSouth or such supplier.

8.3 Notwithstanding the above, Customer may disclose the Software to other persons solely for the purpose of installing, operating or maintaining the particular Equipment for which the Software was furnished, provided such other persons agree in writing to the same conditions respecting use and confidentiality contained in this Section 8.

8.4 In addition to the above, where BellSouth's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions. Changes in Customer Orders - Changes to an Order may only be made following agreement of Customer and BellSouth to the change. If Customer and BellSouth agree to minor changes in the Equipment or Services prior to Implementation, then Customer shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. Reasonable restocking charges may be assessed with respect to any items deleted.

10. **Limited Warranties** -

10.1 BellSouth warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment, except for Data Equipment or as otherwise provided herein or in an Order, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 10 and is used according to standard operating instructions issued by the manufacturer or BellSouth. Unless otherwise stated in the Order, the warranty period for Equipment installed by BellSouth is twelve (12) months from Implementation. In addition, (a) the warranty period for equipment moves, additions and changes shall be the greater of ninety (90) days or the remainder of the current annual service period of the system to which the work is being performed; (b) if Equipment is purchased without BellSouth installation, the warranty period shall be ninety (90) days from the shipment date unless otherwise stated in the Order; and (c) CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO WARRANTY WHATSOEVER FROM BELLSOUTH. ANY WARRANTY OFFERS NO MAINTENANCE SERVICE OR WARRANTY FOR THESE PRODUCTS. The warranty period will not be extended by BellSouth's repair or replacement thereof.

10.2 Data Equipment and Data Services Warranty Disclaimer - BELLSOUTH DOES NOT IMPLY OR EXPRESS ANY BELLSOUTH WARRANTY WHATSOEVER FOR DATA EQUIPMENT OR SERVICES PROVIDED. Customer's sole warranty is from the manufacturer. If Data Maintenance Service is not listed on an Order, any warranty claims that may arise are solely the responsibility of Customer to pursue with the manufacturer.

10.3 All warranties extend only to the original purchaser of the Equipment, identified as "Customer", and do not extend to any subsequent purchaser, transferee, user, or assignee of the Equipment, unless prior written consent is obtained from BellSouth for the extension of the warranties to such purchaser, user, or assignee.

11. **Warranty Disclaimer** - THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN RESPECTING EQUIPMENT FURNISHED OR SERVICES PERFORMED, AND BELLSOUTH EXPRESSLY DISCLAIMS SAME.

12. **Warranty Service** -

12.1 Full Warranty Service ("FWS"): BellSouth agrees to provide, except for Data Equipment or as otherwise set forth herein or in an Order, Warranty Service to keep the Equipment in, or to restore the Equipment to, good working order in compliance with the manufacturer's specifications. If neither repair nor replacement are reasonably available to BellSouth, then BellSouth may elect instead to return the price paid to BellSouth for the purchased Equipment, or the one time fee paid for the licensed Software which is in either case defective, as then specified based on Customer's depreciation schedule used for federal income tax reporting purposes. Warranty Service includes preventive maintenance based upon the specific needs of individual items of Equipment and unscheduled, on-call remedial maintenance during warranty coverage. Replacement or additional parts and Equipment may be either new or reconditioned and equivalent to new in performance. The replaced items become the property of BellSouth.

12.2 Response Times for Full Warranty Service: BellSouth will use reasonable efforts to respond to Customer's request for Warranty Service for a Major Failure within two (2) hours, twenty-four (24) hours a day, seven working hours, Monday through Friday, excluding holidays observed by BellSouth, within eight (8) business hours from the time BellSouth first receives the Customer's request.

12.3 Depot Warranty Service ("DWS"): BellSouth will replace defective Equipment on an exchange basis. Customer agrees to return defective Equipment to BellSouth for depot service within three (3) days after receipt of replacement Equipment from BellSouth. If BellSouth has not received such defective Equipment within ten (10) days, Customer agrees to pay for the replacement items.

13. **Installation** -

13.1 If ordered by Customer and agreed by BellSouth, BellSouth will provide Installation Services to install the Equipment. Customer agrees to provide, in a timely manner, Customer design information and a suitable installation environment as stated in any applicable BellSouth installation manual, or as otherwise specified by the manufacturer or BellSouth. BellSouth will make reasonable efforts to meet the date for installation set forth on the Order, and will notify Customer as soon as practicable of any delay. Customer agrees to notify BellSouth as soon as practicable if Customer requires postponement of any installation. If Customer or Equipment specifications require non-standard wiring or other work, Customer will incur additional installation charges. Each item of Equipment purchased under this Agreement will be installed as specified by BellSouth and the Equipment manufacturer. If the Equipment is not to be installed by BellSouth, Customer warrants that all Equipment is to be installed by Customer's manufacturer certified employees at its premises and is not for resale.

13.2 If the Implementation of any Order is delayed, by no fault of BellSouth, for ninety (90) days or more from the acceptance of the Order by BellSouth or sixty (60) days from the original agreed Implementation date, BellSouth will have the following options: (a) revise the price to reflect then current BellSouth pricing, (b) require payment for Equipment delivered and Services performed to that time, or (c) cancel the Order and collect reasonable termination charges (manufacturer's restocking charges and other out of pocket costs, non-recoverable materials and labor expended, plus lost margin).

Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. Acceptance of any Order by BellSouth is subject to BellSouth credit and other approvals. This Agreement is not binding upon BellSouth until executed by an authorized employee, partner, or agent of the Customer and BellSouth. The undersigned warrant and represent that they have the authority to bind Customer and BellSouth to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

CUSTOMER NAME: The Village of Palmetto Bay
Address: 8950 SW 152 St
City: Miami State: FL ZIP: 33157
By: (Signature) Charles Scurr
By: (Printed Name and Title) Charles Scurr Village Mgr. Date: _____

BELLSOUTH COMMUNICATION SYSTEMS, LLC
By: BELLSOUTH BUSINESS SYSTEMS, INC.
By: _____ (Signature)
By: _____ (Printed Name and Title)

NORSTAR BUNDLE ADDENDUM

This Norstar Bundle Addendum to Master Agreement No. 2K2A000808 is made by and between BellSouth Communication Systems, LLC, a Georgia limited liability company ("BellSouth") and ("The Village of Palmetto Bay."). Customer and BellSouth agree to the following discount provisions with respect to Customer's purchase of a Norstar key system from BellSouth.

1. Customer is now purchasing a Norstar key system from BellSouth. In connection with this Norstar key system purchase, BellSouth has granted Customer an additional discount of \$ 1,367 which is already reflected in the total equipment price on the attached Equipment Schedule.
2. Customer is also a purchaser of network services consisting of Centrex business (1FB) lines and/or 1 primary rate interface (PRI) circuits from BellSouth Telecommunications, Inc.
3. Customer understands and agrees that if within the next 36 months Customer for any reason whatsoever terminates or reduces, by more than 20%, its usage of 1FB lines and/or PRI circuits from BellSouth Telecommunications, Inc., then Customer shall within thirty (30) days of such termination or reduction repay to BellSouth the additional \$ 1,367 discount granted in connection with Customer's purchase of the Norstar key system.
4. Customer agrees that this Addendum and the above referenced Master Agreement are the complete and exclusive statement of the agreement between the parties with respect to its subject matter, superseding all proposals, representations and/or prior agreements, oral or written, between BellSouth and Customer relating to the subject matter of this Addendum. This Addendum may only be modified, amended or superseded by a written instrument signed by Customer and BellSouth.

CUSTOMER:

BELLSOUTH COMMUNICATION
SYSTEMS, LLC

By:



Charles Scurr

Printed Name

Village Manager

Printed Title

April 29, 2003

Date

By:

Printed Name

Printed Title

Date

SCHEDULE FOR PURCHASE OF EQUIPMENT AND/OR SERVICES



BellSouth Communication Systems, LLC

Customer: The Village of Palmetto Bay		Customer Number	Location Number	Agreement Number 2K2A000808
Installation Address: 8950 SW 152 Street		Order Number:		Maint. Order Number
City: Miami State: FL Zip: 33157		Autoquote Number:		Maint. Autoquote Number
<input type="checkbox"/> Refurbished		Customer Reference Number		

Qty.	Except As Otherwise Noted Warranty Length 24 Months Warranty Type: FWS Other: Equipment Description	Notes	Total Equipment Price	Maintenance Service Type Full=FMS Depot=DMS	No. Of Units/ Station/ Ports	Price Per Unit/ Station/ Port	Total Maintenance Price
1	MICS w/ 6.0 Software						
1	FastRADII			FMS			
1	Call Pilot 100 Voicemail - 18 Seats			FMS			
5	T7100			FMS			
8	T7208			FMS			
4	T7316			FMS			
1	M7324 w/ KLM			FMS			
1	UPS			FMS			
18	Re-used Cable Pulls			FMS			
8	Hours Training/ Programming			FMS			

Equipment Payment <input type="checkbox"/> Cash Customer Initials ___ % With Order ___ % At Delivery ___ % At Cutover <input checked="" type="checkbox"/> Lease Customer Initials ___ / ___ Estimated Cutover	Maintenance Payment <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> / / / Maintenance Service Commencement Date	Shipping Sub-Total (Additional Pages) Total Equip. Price \$13,941.36 (Excluding taxes) Telephone Color: Charcoal (Applies to all telephones unless otherwise noted in the equipment description.) Customer Initial:	Page Total Sub-Total Additional Pages Total Monthly Maintenance Charge (Excluding Taxes) \$172.08 Total Number of Months 24 (Maintenance Term)
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Additional equipment may be required to increase line/station size in excess of the equipped capacity as shown above, up to the system's maximum capacity.

Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt Certification Number	Maintenance Service After Warranty <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined	Electrical Damage Repair Service for Key Systems Only <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined
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Pursuant to the terms and conditions of the Agreement referenced above, Customer agrees to purchase and BellSouth Communication Systems, LLC agrees to provide Equipment and/or Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the Agreement, and any and all terms and conditions on any Customer order forms, purchase orders or other Customer documents shall be deemed deleted. If Customer elects the "Lease" option and for any reason the lease is not finalized Customer agrees to pay "Cash" per BellSouth's then standard payment terms for the Equipment and/or services covered by this Order. Payment for Installation Services is due upon completion of the Installation Services and invoicing to the Customer.

CUSTOMER By <u>Charles Scurr</u> 4/29/03 Authorized Signature Date Charles Scurr Village Manager Name (Type or Print) Title	Accepted by: BellSouth Communication Systems, LLC By _____ Authorized Signature Date Name (Type or Print) Title
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ADDENDUM A
SOFTWARE LICENSE

NORTHERN TELECOM INC. ("NORTEL") TELECOMMUNICATIONS PRODUCTS

THIS LEGAL DOCUMENT IS A LICENSE AGREEMENT ("License") BETWEEN YOU, THE END-USER ("Customer") AND NORTEL. BY ACQUIRING A SYSTEM, AND UPGRADE TO AN EXISTING SYSTEM OR SOFTWARE PRODUCTS FROM NORTEL OR A NORTEL, DISTRIBUTOR, YOU, THE CUSTOMER, AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE.

Subject to the terms hereinafter set forth, NORTEL grants to CUSTOMER and/or its representatives, with a "need to know", a personal, non-exclusive license (1) to use the licensed software, proprietary to NORTEL or its suppliers and (2) to use the associated documentation. CUSTOMER is granted no title or ownership rights, in or to the licensed software, in whole or in part, and CUSTOMER acknowledges that title to and all copyrights, patents, trade secrets and/or any other intellectual property rights to and in all such licensed software and associated documentation are and shall remain the property of NORTEL and/or NORTEL's suppliers. The rights to use licensed software may be restricted by a measure of usage of applications based upon number of lines, number of ports, number of terminal numbers assigned, number of users, or some similar measure. Expansion beyond the specified usage level may require payment of an incremental charge or another license fee.

NORTEL considers the licensed software to contain "trade secrets" of NORTEL and/or its suppliers. Such "trade secrets" include, without limitation thereto, the specific design, structure and logic of individual licensed software programs, their interactions with other portions of licensed software, both internal and external, and the programming techniques employed therein. In order to maintain the "trade secret" status of the information contained within the licensed software, the licensed software is being delivered to CUSTOMER in object code form only.

Nortel or any of its suppliers holding any intellectual property rights in any licensed software, and/or an third party owning any intellectual property rights in software from which the licensed software was derived, are intended third party beneficiaries of this License. All grants of rights to use intellectual property intended to be accomplished by this License are explicitly stated. No other grants of such rights shall be inferred or shall arise by implication.

CUSTOMER warrants to NORTEL that CUSTOMER is not purchasing the rights granted by this License in anticipation of reselling those rights.

CUSTOMER shall:

- Hold the licensed software in confidence for the benefits of NORTEL and/or NORTEL's suppliers using no less a degree of care than it uses to protect its own most confidential and valuable information; and
- Keep a current record of the location of each copy of licensed software made by it; and
- Install and use each copy of licensed software only on a single CPU at a time (for this purpose, single CPU shall include systems with redundant processing units); and
- Affix to each copy of licensed software made by it, in the same form and location, a reproduction of the copyright notices, trademarks, and all other proprietary legends and/or logos of NORTEL and/or NORTEL's suppliers, appearing on the original copy of such licensed software delivered to CUSTOMER; and retail the same without alterations on all original copies; and

- Issue instructions to each of its authorized employees, agents and/or representatives to whom licensed software is disclosed, advising them of the confidential nature of such licensed software and to provide them with a summary of the requirements of this License; and
- Return the licensed software and all copies through an Authorized Distributor to NORTEL at such time as CUSTOMER chooses to permanently cease using it.

CUSTOMER shall not:

- Use licensed software (i) for any purpose other than CUSTOMER's own internal business purpose and (ii) other than as provided by this License; or
- Allow anyone other than CUSTOMER's employees, agents and/or representatives with a "need to know" to have physical access to licensed software; or
- Make any modifications, enhancements, adaptations, or translations to or of licensed software, except as may result from those CUSTOMER interactions with the licensed software associated with normal use and explained in the associated documentation; or
- Attempt to reverse engineer, disassemble, reverse translate, decompile, or in any other manner decode licensed software, in order to derive the source code form or for any other reason; or
- Make full or partial copies of any documentation or other similar printed or machine-readable matter provided with licensed software unless the same has been supplied in a form by NORTEL intended for periodic reproduction of partial copies; or
- Export or re-export licensed software and/or associated documentation from the fifty states of the United States and the District of Columbia.
- **NOTE:** Notwithstanding the above restrictions, if CUSTOMER has licensed the licensed software under a "site license" option as set forth in CUSTOMER's purchase agreement, CUSTOMER is authorized to make a limited number of copies of the licensed software and documentation to support additional users as specified in CUSTOMER's purchase agreement.

CUSTOMER may assign collectively its rights under this Licensed to any subsequent owner of the associated hardware, but not otherwise, subject to the payment of the then current license fee for new users, if any. No such assignment shall be valid until CUSTOMER (1) has delegated all of its obligations under this License to the assignee; and (2) had obtained from the assignee an unconditional written assumption of all such obligations; and (3) has provided NORTEL a copy of such assignments, delegation and assumption; and (4) has transferred physical possession of all licensed software and all associated documentation to the assignee and destroyed all archival copies. Except as provided, neither this License nor any rights acquired by CUSTOMER through this License are assignable. Any attempted assignment of rights and/or transfer of licensed software not specifically allowed shall be void and conclusively presumed a material breach of this License.

If NORTEL (i) claims a material breach of this License, and (ii) provides written notice of such claimed material breach to CUSTOMER and (iii) observes that such claimed material breach remains uncorrected and/or unmitigated more than thirty (30) days following CUSTOMER's receipt of written notice specifying in reasonable detail the nature of the claimed material breach, then CUSTOMER acknowledges that this License may be immediately terminated by NORTEL and CUSTOMER further acknowledges that any such termination shall be without prejudice to any other rights and remedies that NORTEL may have at law or in equity.

EXPRESS LIMITED WARRANTIES FOR ANY ITEM OF LICENSED SOFTWARE, IF ANY, WILL BE SOLELY THOSE GRANTED DIRECTLY TO CUSTOMER BY DISTRIBUTOR. OTHER THAN AS SET FORTH THEREIN, THIS LICENSE DOES NOT CONFER ANY WARRANTY TO CUSTOMER FROM OR BY NORTEL.

THE LICENSED SOFTWARE IS PROVIDED BY NORTEL 'AS IS' AND WITHOUT WARRANTY OF ANY KIND OR NATURE, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

THIS LIMITATION OF WARRANTIES WAS A MATERIAL FACTOR IN THE ESTABLISHMENT OF THE LICENSE FEE CHARGED FOR EACH SPECIFIC ITEM OF SOFTWARE LICENSED.

IN NO EVENT WILL NORTEL AND/OR NORTEL'S SUPPLIERS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO OR THROUGH CUSTOMER FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS OR BUSINESS INFORMATION, BUSINESS INTERRUPTION, OR OTHER ECONOMIC DAMAGE, AND FURTHER INCLUDING INJURY TO PROPERTY, AS A RESULT OF USE OR INABILITY TO USE THE LICENSED SOFTWARE OR BREACH OF ANY WARRANTY OR OTHER TERM OF THIS LICENSE, REGARDLESS OF WHETHER NORTEL AND/OR NORTEL'S SUPPLIERS WERE ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

THE RIGHTS AND OBLIGATIONS ARISING UNDER THIS LICENSE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS.

CUSTOMER HEREBY AGREES TO ADHERE TO THE TERM AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT:

CUSTOMER SIGNATURE: Charles Scurr
PRINTED NAME: Charles Scurr DATE: April 29, 2003
COMPANY NAME: The Village of Palmetto Bay PHONE #: _____
DISTRIBUTOR NAME: BellSouth Communication Systems

Radford L. Kelly
AVP, Contracts and Market Channel Management
Northern Telecom, Inc.

Master Lease/Purchase Agreement

Lessee The Village of Palmetto Bay		Contact Charles Scurr
Address 900 Perrine Avenue		Telephone Number (305) 238-7192
City Cutler Ridge		County Miami-Dade
State FL		Zip Code 33157
Master Lease/Purchase Agreement No. 7211531		

TERMS AND CONDITIONS (The Reverse side contains Terms and Conditions which are also a part of this Agreement)

1. LEASE: Lessor shall purchase and lease to Lessee the equipment and associated items ("Equipment") that shall be described in any Equipment Schedule ("Schedule") which is executed from time to time by Lessor and Lessee and makes reference to this Agreement. This Agreement shall be incorporated into each Schedule. When computer programs and related documentation ("Software") are furnished with the Equipment, and a non-exclusive license and/or sublicense is granted to Lessee in an agreement ("Supplier Agreement") with the suppliers ("Supplier") identified on the Schedule, to the extent permitted, Lessor grants Lessee a similar non-exclusive sublicense to use the Software only in conjunction with the Equipment for so long as the Equipment is leased hereunder. The Equipment and Software include, but are not limited to, all additions, attachments and accessories thereto and replacements thereof (collectively, "System"). Any reference to "Lease" shall mean this Agreement, the Schedule, the Consent of Supplier, if applicable, the Acceptance Certificate, Annexes A through D, and any riders, amendments and addenda thereto, and other documents as may from time to time be made a part hereof.

such overdue amount, but not exceeding the lawful maximum, if any. All payments provided herein shall be payable to Lessor at its address set forth in Section 18 hereof or such other place as Lessor directs, in writing.

4. NONAPPROPRIATION: This Section is applicable only if the inclusion of such a nonappropriation provision is legally required. Lessee's obligations to pay Rent and any other amounts due for each Fiscal Period (as set forth in the applicable Schedule) is contingent upon approval of the appropriation of funds by its governing body. In the event funds are not appropriated for any Fiscal Period equal to amounts due under the Lease, Lessee may terminate the Lease effective on the first day of such Fiscal Period, ("Termination Date"), if: (a) Lessee has used due diligence to exhaust all funds legally available; and (b) Lessor has received written notice from Lessee at least thirty (30) days before the Termination Date. Upon the occurrence of such nonappropriation, Lessee shall not be obligated for payment of any Rent for any Fiscal Period for which funds have not been so appropriated, and Lessee shall deliver the System to Lessor in accordance with Section 9 of the Schedule. If Lessee terminates a Lease pursuant to this Section, unless the following would affect the validity of a Lease, for a period of three hundred sixty (360) days from the effective date of such termination, Lessee will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the System; and such an obligation will survive termination of this Lease.

5. DELIVERY: All transportation, delivery and installation costs relative to a System (unless included in the Price) are the sole responsibility of Lessee. Lessee assumes all risk of loss and damage if the Supplier fails to deliver or delays in the delivery of any System, or if any System is unsatisfactory for any reason.

6. NON-CANCELABLE NET LEASE: Subject only to the provisions of Section 4 herein, Lessee's obligations under the Lease are absolute and unconditional, and shall not be subject to any delay, reduction, setoff, defense, counterclaim or recoupment for any reason including any failure of the System, or any misrepresentations of any supplier, manufacturer, installer, vendor or distributor. Lessor is not responsible for the delivery, installation, maintenance or operation of any System.

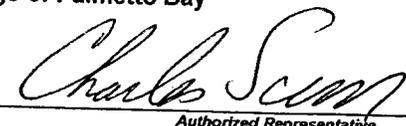
7. WARRANTIES: Lessor and Lessee acknowledge that any third-party warranties, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such third party and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Lease under any and all circumstances.

8. QUIET ENJOYMENT: During the Lease Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the System provided that an Event of Default has not occurred.

9. TAXES AND FEES: Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon demand, as additional Rent, or shall pay directly, if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the System or the Rent, excluding all taxes computed upon the net income of Lessor.

10. DISCLAIMER OF WARRANTIES AND DAMAGES: LESSEE ACKNOWLEDGES THAT (a) THE SIZE, DESIGN, CAPACITY OF THE SYSTEM AND THE MANUFACTURER AND SUPPLIER HAVE BEEN SELECTED BY LESSEE; (b) LESSOR IS NOT A MANUFACTURER, SUPPLIER, DEALER, DISTRIBUTOR OR INSTALLER OF THE SYSTEM; (c) NO MANUFACTURER OR SUPPLIER OR ANY OF THEIR REPRESENTATIVES IS AN AGENT OF LESSOR OR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF A LEASE; AND (d) EXCEPT FOR LESSOR'S WARRANTY OF QUIET ENJOYMENT, LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN, QUALITY, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECT OF THE SYSTEM OR ANY PORTION THEREOF, OR AS TO ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT. LESSEE LEASES EACH SYSTEM "AS IS, WHERE IS".

Except as otherwise provided in Section 3 of this Agreement and Sections 2, 3, and 8 of a Schedule, any modifications, amendments or waivers to a Lease shall be effective only if mutually agreed upon in a writing, duly executed by authorized representatives of the parties.

BSFS EQUIPMENT LEASING	
BY _____ Authorized Representative PRINT NAME _____ TITLE _____ DATE _____	The Village of Palmetto Bay BY ✓  Authorized Representative PRINT NAME ✓ Charles Scurr TITLE ✓ Village Manager DATE 04.29.03

Lessor **BSFS EQUIPMENT LEASING**

Florida Agreement Addendum

Lessee **The Village of Palmetto Bay**

Agreement No./Schedule No.
7211531-001

Contemporaneously with entering into the Master/Lease Purchase Agreement referenced above, Lessee and Lessor hereby agree to the following changes to the Agreement:

1. **Section 4. NONAPPROPRIATION:** The second sentence of Section 4 of the Agreement is deleted and the following substituted in lieu thereof:

"A "nonappropriation" is defined as an occurrence in which, notwithstanding Lessee's best efforts and exhaustion of all available administrative appeals, Lessee is not allotted line item funds for the payment of Rent hereunder for a Fiscal Period and Lessee has no other funds from non-ad valorem sources legally available to be allocated to the payment of its obligations under a Lease. Lessor acknowledges that Rent is payable from sources other than ad valorem taxes."

2. **Section 6 of each Schedule. SECURITY INTEREST; TITLE:** The third sentence of Section 6 of each Schedule entered into pursuant to this Agreement is deleted.

BSFS EQUIPMENT LEASING

The Village of Palmetto Bay

BY _____
Authorized Representative

BY ✓ *Charles Scurr*
Authorized Representative

PRINT NAME _____

PRINT NAME ✓ Charles Scurr

TITLE _____ DATE _____

TITLE ✓ Village Mgr. DATE ✓ 09-29-08

Lessee **The Village of Palmetto Bay**

Billing Address
900 Perrine Avenue

Attention
Charles Scurr

City
Cutler Ridge

County
Miami-Dade

State
FL

Zip Code
33157

Installation Site
900 Perrine Avenue

City
Cutler Ridge

County
Miami-Dade

State
FL

Zip Code
33157

Supplier Name
Bellsouth Communications

Rent is Paid

Advance Payment

X First Day

~~\$2,543.50~~ **\$2,188.27**

The Advance Payment shall be applied to the first 1 and last 0 Rent payment(s).

Last Day of Payment Period

Lessee's Fiscal Period

Lease Rate Factor

Rent

Agreement No./Schedule No.
7211531001

Price
~~\$17,266.40~~ **\$13,941.36**

Date of Schedule
3/31/2003

Term (months)
24

Commitment Date

Payment Period
 Monthly Other

From:

~~0.02702700~~
0.038013

(See Amortization Annex attached hereto)

To:

Lease Rate

0.83100000

TERMS AND CONDITIONS (The Reverse side contains Terms and Conditions which are also a part of this Schedule)

The terms and conditions of the Master Lease/Purchase Agreement by and between Lessor and Lessee as referenced above are made a part of this Schedule. Lessor and Lessee hereby agree to the terms defined above and further agree as set forth herein.

1. ADVANCE PAYMENT: Lessee shall pay to Lessor, upon the execution and delivery of this Schedule, the advance payment set forth above ("Advance Payment") in consideration of the Lessor holding funds available to purchase the Equipment and obtain the Software and as compensation for Lessor's review of Lessee's credit and document preparation. Upon Lessor's acceptance of the Lease, the Advance Payment shall be applied to the payment of Rent as set forth above. Any Advance Payment shall be non-refundable if Lessee fails to timely provide all documentation or satisfy all conditions required by this Lease.

2. PURCHASE PRICE PAYMENTS: Lessee acknowledges that it has signed and received a copy of the Supplier Agreement. If Lessee is required to make payments to Supplier under the Supplier Agreement prior to the Commencement Date ("Purchase Price Payments"), Lessee requests Lessor to pay such payments subject to the following terms and conditions. The Price will be increased by adding a price adjustment for each Purchase Price Payment. Each such price adjustment shall be computed by multiplying the Purchase Price Payment paid by Lessor to Supplier by a rate equal to the "Base Lending Rate" from time to time designated by Citibank N.A., NY, NY in effect on the date Lessor makes the first Purchase Price Payment plus two and one-half percent, divided by 360, and multiplied by the actual number of days elapsed from the date of the Purchase Price Payment to the Commencement Date or, if the Lease does not commence, to the date Lessee refunds the Purchase Price Payments to Lessor in accordance with Section 3. In no event will all or any price adjustment(s) exceed any limits imposed by applicable law. The periodic Rent shall be increased as a result of adding to the Price of the System an amount equal to the total price adjustment(s).

3. ACCEPTANCE: Lessee agrees to accept the System for purposes of this Lease by signing the Acceptance Certificate within ten (10) days after the System has met the acceptance criteria specified in the Supplier Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within such (10) ten day period, or if the Lease does not commence by the Commitment Date, Lessor may declare Lessee's assignments and Lessor's agreement to pay the Price set forth in Section 1 of the Agreement and Section 2 of this Schedule to be null and void ab initio and thereupon the Lease shall terminate. Lessor shall then have no obligations under the Lease and Lessee shall, within ten (10) days of a demand therefore, immediately pay to Lessor all Purchase Price Payments and all price adjustment(s) under Section 2 herein as well as Lessor's out-of-pocket expenses.

4. MAINTENANCE, USE, AND OPERATION: At all times during the Term, at its sole cost and expense, Lessee shall maintain the System in good repair, condition and working order, ordinary wear and tear excepted. Lessee shall use the System and all parts thereof for its designated purpose and in compliance with all applicable laws as well as keep the System in its possession and control and not permit such System to be moved from the Installation Site without Lessor's prior written consent.

5. PERSONAL PROPERTY: The System is, and shall at all times remain, personal property even if the Equipment is affixed or attached to real property or any improvements thereon. At Lessor's request, Lessee shall, at no charge, promptly affix to the System any tags, decals, or plates furnished by Lessor indicating Lessor's interest in the System and Lessee shall not permit their removal or concealment. At Lessee's expense, Lessee shall (a) at all times keep the System free and clear of all liens and encumbrances, except those arising through the actions of Lessor, and (b) otherwise cooperate to defend Lessor's interest in the System and to maintain the status of the System and all parts thereof as personal property. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the System from any party having an interest in any such real estate or building in which the System is located. Lessor may inspect the System and any related maintenance records at any time during normal business hours of Lessee.

A complete description of the System is set forth on the Equipment and Software Listing attached hereto and made a part hereof.

BSFS EQUIPMENT LEASING

The Village of Palmetto Bay

BY

Authorized Representative

PRINT NAME

TITLE

DATE:

BY

Authorized Representative

PRINT NAME **Charles Scurr**

TITLE **Village Mgr.**

DATE **04.29.03**

Lessor **BSFS EQUIPMENT LEASING**

Equipment and Software Listing

Lessee **The Village of Palmetto Bay**

Agreement No./Schedule No.
7211531001

Lessor and Lessee agree that the following described Equipment and Software are subject to the Master Lease/Purchase Agreement and Schedule referenced above.

QUANTITY DESCRIPTION

NORSTAR ICS KEY SYSTEM (18 PHONES) AND VOICE MAIL

Lessor BSFS EQUIPMENT LEASIN

Amortization Annex

Lessee The Village of Palmetto Bay

Agreement No./Schedule No.

7211531001

Rent Payment
Number

Rent

Principal
Component

Interest
Component

SEE ATTACHED AMORTIZATION TABLE

LEASE AMORTIZATION
----- Including Residual -----

period ending	Beginning Balance	Takedowns	Debt Service	Interest At 8.31000%	Principal	Ending Balance
Jul-30-03	0.00	13,941.36	0.00	0.00	0.00	13,941.36
Aug-30-03	13,941.36	0.00	2,788.27	96.54	2,691.73	11,249.63
Sep-30-03	11,249.63	0.00	530.79	77.90	452.88	10,796.75
Oct-30-03	10,796.75	0.00	530.79	74.77	456.02	10,340.73
Nov-30-03	10,340.73	0.00	530.79	71.61	459.18	9,881.55
Dec-30-03	9,881.55	0.00	530.79	68.43	462.36	9,419.19
		13,941.36	4,911.42	389.25	4,522.17	
Jan-30-04	9,419.19	0.00	530.79	65.23	465.56	8,953.63
Feb-30-04	8,953.63	0.00	530.79	62.00	468.78	8,484.85
Mar-30-04	8,484.85	0.00	530.79	58.76	472.03	8,012.82
Apr-30-04	8,012.82	0.00	530.79	55.49	475.30	7,537.52
May-30-04	7,537.52	0.00	530.79	52.20	478.59	7,058.93
Jun-30-04	7,058.93	0.00	530.79	48.88	481.90	6,577.02
Jul-30-04	6,577.02	0.00	530.79	45.55	485.24	6,091.78
Aug-30-04	6,091.78	0.00	530.79	42.19	488.60	5,603.18
Sep-30-04	5,603.18	0.00	530.79	38.80	491.99	5,111.19
Oct-30-04	5,111.19	0.00	530.79	35.40	495.39	4,615.80
Nov-30-04	4,615.80	0.00	530.79	31.96	498.82	4,116.98
Dec-30-04	4,116.98	0.00	530.79	28.51	502.28	3,614.70
		0.00	6,369.46	564.96	5,804.49	
Jan-30-05	3,614.70	0.00	530.79	25.03	505.76	3,108.94
Feb-30-05	3,108.94	0.00	530.79	21.53	509.26	2,599.68
Mar-30-05	2,599.68	0.00	530.79	18.00	512.79	2,086.90
Apr-30-05	2,086.90	0.00	530.79	14.45	516.34	1,570.56
May-30-05	1,570.56	0.00	530.79	10.88	519.91	1,050.65
Jun-30-05	1,050.65	0.00	530.79	7.28	523.51	527.14
Jul-30-05	527.14	0.00	530.79	3.65	527.14	0.00
		0.00	3,715.52	100.82	3,614.70	
TOTAL		<u>13,941.36</u>	<u>14,996.39</u>	<u>1,055.03</u>	<u>13,941.36</u>	