



City of Muscatine



AGENDA ITEM SUMMARY

January 21, 2021

City Council

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Community Development Xerox Lease Agreement

EXECUTIVE SUMMARY

Presented for City Council's consideration is a 5-year lease agreement for a small copier in the Community Development office.

STAFF RECOMMENDATION

Staff recommends approval of the 5-year lease agreement for the new copier.

BACKGROUND/DISCUSSION

The 5-year lease on the current small copier in the Community Development office ends June 2021 but the current machine, Xerox Centre 3655X, experiences technical difficulties on a regular basis so Xerox has agreed to end the current lease prematurely. The payment on the current machine is \$67.25 per month plus a \$0.0129 per copy charge. With the estimated monthly usage of 3,343 copies, the current monthly lease payment and average copy charges total to \$110.37 per month.

The Xerox sales representative provided the City with information on trading the current Work Centre 3655X for a VersaLink B405DN. The VersaLink B405DN is comparable to the current machine in terms of the printing speed of up to 47 pages per minute and the print, copy, fax and scanning features.

The lease payment on the new copier is lower than the current lease payment at \$27.58 per month. The per copy charge is also lower at \$0.0119. With the estimated monthly usage of 3,343 copies, the average monthly lease payment and copy charges total to \$67.36 per month. This is an average monthly savings of \$43.01 per month.

CITY FINANCIAL IMPACT

Approval of the 5-year lease for the new VersaLink B405DN copier will be an average monthly savings of \$43.01.

ATTACHMENTS

1. Xerox VersaLink B405DN Lease Agreement

Lease Agreement



Customer: MUSCATINE, CITY OF

BillTo: CITY OF MUSCATINE
CITY HALL
DEPT OF FINANCE
215 SYCAMORE ST
MUSCATINE, IA 52761-3839

Install: CITY OF MUSCATINE
CITY HALL
BLDG ZONING
215 SYCAMORE ST
MUSCATINE, IA 52761-3839

State or Local Government Negotiated Contract : 072808000

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. B405DN (XEROX B405DN)	<ul style="list-style-type: none">- Carrier Deliv/Instal- Addtl 550 Sheet Tray- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC 3655 S/N C7X257050 Trade-In as of Payment 55	1/8/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B405DN	\$27.58	1: Black and White Impressions	1 - 1 2+	Included \$0.0119	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$27.58	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Mark McCann (855)828-5658 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: _____	Phone: (563)262-4141		
Signature: _____	Date: _____		

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the

Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:**6. ERROR LOADING TERM 17**