

RESOLUTION

To Authorize the Mayor to Enter into a Lease Agreement with Xerox for the Rental of a Xerox C8155H2 Copy Machine at a Base Cost of \$142.79 Monthly

WHEREAS, the City of Alexander City is in need of replacing the existing copy machine which has been in service for more than seven (7) years; and

WHEREAS, the city desires to enter into a lease agreement that is listed on the State of Alabama purchasing list; and

WHEREAS, said copy machine cost includes any needed maintenance and all supplies; and

WHEREAS, said copy machine lease cost does not include the cost of black and white prints at a cost of \$0.0060, and color prints at a cost of \$0.0500; and

WHEREAS, the copy machine costs are included in the approved fiscal year 2024 budget.

NOW THEREFORE, BE IT RESOLVED that the City Council of Alexander City authorizes the mayor to enter into a lease agreement, shown in Attachment "A", with Xerox for the rental of a Xerox C8155H2 copy machine.

ADOPTED THIS 6TH DAY OF NOVEMBER, 2023.

FOR PUBLIC RELEASE

By: Audrey "Buffy" Colvin, President
Alexander City Council

AUTHENTICATED THIS 6TH DAY OF NOVEMBER, 2023.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis "Woody" Baird,
Mayor

Yeas: Tapley, C. Brown, Colvin, E. Brown, Hardy, Keel

Nays: None

Installment Sale Agreement



Customer: CITY OF ALEXANDER CITY

BillTo: CITY OF ALEXANDER CITY
 DR
 281 JAMES D NABORS
 ALEXANDER CITY, AL 35010

Install: CITY OF ALEXANDER
 4 COURT SQ
 ALEXANDER CITY, AL 35010

State or Local Government Negotiated Contract : 072817000

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8155H2 (XEROX C8155H2)	- 1 Line Fax - Office Finisher	Installment Sale Term: 48 months Purchase Price: \$5,630.00	10/13/2023

Monthly Pricing

Item	Installment Sale	Maintenance	Print Charges			Maintenance Plan Features
	Minimum Payment	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. C8155H2	\$142.79	\$0.00	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	\$0.0060 \$0.0500	- Term: 36 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$142.79	\$0.00	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Curtis Baird

Phone: (256)220-6700

Signature

FOR PUBLIC RELEASE

Thank You for your business!
 This Agreement is proudly presented by Xerox and

Jarrett Flint
(256)882-8840

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8155H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color)

Financial Information

8. INSTALLMENT SALE. The above table outlines the financial details associated with this Agreement.

9. TAX TREATMENT. Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. 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.

GENERAL TERMS & CONDITIONS:

6. PROTECTION OF XEROX'S RIGHTS. Until you have paid for the Products in full, Xerox will have a purchase money security interest and you authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business. If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Equipment in order to secure your performance under this Agreement.

7. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Terms and Conditions

Item	Finance Activity	Int. Rate	Total Int. Payable
1. C8155H2	- New Xerox Agreement (Govt. Form 8038)	10%	\$1,223.92