

RESOLUTION NO. 14-524

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR
SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO
MODIFY THE CURRENT LEASE OF A XEROX WORKCENTRE
MULTIFUNCTION PRINTER THROUGH TEXAS COOPERATIVE
PURCHASING NETWORK (TCPN) FOR THE REMAINING 29
MONTHS AT AN ADDITIONAL COST OF \$23.70 PER MONTH**

WHEREAS, on October 13, 2014, the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board of Directors approved modifying the current Xerox Lease Agreement by adding 1 Line Fax Lan ifax at a cost of \$23.70 per month for the remaining 29 months; and

WHEREAS, the City Council of the City of Port Arthur authorized the modification of the current lease agreement with Xerox for the remaining term of the lease at a cost of \$23.70 as shown in **Exhibit "A"**.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ARTHUR, TEXAS:**

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That PAEDC is herein authorized to modify its current agreement with Xerox by adding 1 Line Fax Lan ifax for the remaining term of 29 months at a cost of \$23.70 per month as shown in **Exhibit "A"**.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 28th day of Oct A.D., 2014,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince; Mayor Pro Tem Freeman

Councilmembers Hamilton, Mosely, Lewis,
Williamson and Frank

NOES: None.

Deloris Prince
Deloris "Bobbie" Prince, Mayor

ATTEST:

Sherrill Ballard
Sherrill Ballard, City Secretary

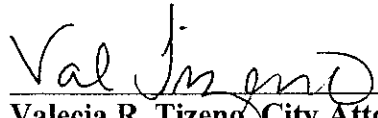
APPROVED:

Floyd Batiste
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizeno, City Attorney

EXHIBIT “A”

Lease Pricing PROPOSAL



Presented to PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

By Rox Acosta-Hellberg

On 10/3/2014

THANKS FOR THINKING OF US! I am here to serve you, please

let me know how to best help!

Roxanne

State or Local Government Negotiated Contract : 072535300

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. W7120PT (SOT-WC7120 PRNT/TRAY) S/N XDC392253	- Adding - 1 Line Fax Lan Ifax	Lease Term: 29 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 953466141 for W7120PT S/N XDC392253. Additional monthly cost: \$23.70	10/3/2014

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7120PT	\$269.03	1: BW 2: Color	All Prints All Prints	N/A N/A	- Consumable Supplies Included for all prints
Total	\$269.03	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 11/2/2014.

For any questions, please contact me at (409)679-3671



Lease Agreement



Customer: PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

BillTo: PORT ARTHUR
ECONOMIC DEV CORP
4173 39TH ST
PORT ARTHUR, TX 77642-2227

Install: PORT ARTHUR
ECONOMIC DEV CORP
4173 39TH ST
PORT ARTHUR, TX 77642-2227

State or Local Government Negotiated Contract : 072535300

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. W7120PT	(SOT-WC7120 PRNT/TRAY) S/N XDC392253 - Adding - 1 Line Fax Lan Ifax	Lease Term: 29 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 953466141 for W7120PT S/N XDC392253. Additional monthly cost: \$23.70	10/3/2014

Monthly Pricing

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1. W7120PT	\$269.03	1: BW 2: Color	All Prints All Prints	N/A N/A	- Consumable Supplies Included for all prints
Total	\$269.03	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 Rox Acosta-Hellberg (409)679-3671 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: FLOYD BATISTE	Phone: (409)963-0579		
Signature: <i>Floyd Batiste</i>	Date: <i>10/13/14</i>		

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.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

GOVERNMENT TERMS:

3. 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.

4. 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 Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If 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, 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. Your notice must be accompanied by payment of all sums then owed through the current fiscal 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 to 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:

5. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.