

# CITY OF NEWBURYPORT



## IN CITY COUNCIL

**ORDERED:**

March 11, 2024

**THAT**, the City Council of the City of Newburyport, in accordance with M.G.L. c. 44, §21C and upon the recommendation of the Mayor, hereby authorizes the following lease purchase financing agreements for the acquisition of equipment that may be acquired through the issuance of debt under M.G.L. c. 44 or improvement of a capital asset the improvement of which may be financed by the issuance of debt under M.G.L. c. 44, the term of such agreement not to exceed the useful life of the equipment or improvement as determined by the Mayor, and to authorize the departments specified below to enter into such agreements on behalf of the City or to take any other action relative thereto.

<u>Equipment/capital asset</u>	<u>Borrowing Amount</u>	<u>Maximum Term</u>	<u>Authorized Department</u>
School Security Upgrades	\$731,343.00	7 years	School Department

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Councillor Sharif I. Zeid

**In City Council March 11, 2024:**

Motion to collectively refer ORDR00543 Budget & Finance and ORDR00545 to Budget & Finance/COTW by Councillor Zeid, seconded by Councillor McCauley. Roll call vote, 10 yes, 1 absent (Khan), motion passes.

**LEASE SCHEDULE 001**

This Lease Schedule is issued pursuant to the Lease Agreement No. NEW022124 dated February 21, 2024. The terms and conditions of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 001, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and incorporated by reference herein.

**LESSOR:**

Vantage Financial, LLC  
444 Second Street  
Excelsior, MN 55331

**LESSEE:**

Newburyport Public School District  
70 Low Street  
Newburyport, MA 01950-2627

**SUPPLIER OF EQUIPMENT:**

ENE Security, LLC

**LOCATION OF INSTALLATION:**

Newburyport High School  
241 High Street  
Newburyport, MA 01950

**Term of Lease from Commencement Date:** 84 months

**Downpayment:** \$153,597.00 due upon signing of this Lease Schedule 001.

**Monthly Lease Charge:** \$8,073.17, due annually as \$96,878.00, beginning July 1, 2024.

**Security Deposit:** None

**EQUIPMENT:**

See Attached Equipment Exhibit A.

Lessee understands that Lessor's commitment to lease Equipment under this Lease Schedule 001 is contingent upon continuing credit approval by Lessor's credit committee and such credit approval shall be at Lessor's sole discretion.

Title to all of the Equipment listed on this Lease Schedule 001 shall transfer to Lessee "as-is, where-is" for one dollar (\$1.00) after all of the following have occurred; (i) Lessor has received all of the monies due under and associated with this Lease Schedule 001; (ii) Lessee has paid to Lessor all other monetary amounts that are due pursuant to Lease Agreement Number NEW022124; and (iii) Lessee has otherwise complied with all of the terms and conditions of Lease Agreement Number NEW022124. LESSOR SELLS TO LESSEE WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of Equipment is accepted and the Commencement Date. Lessee confirms that the Equipment listed on this Lease Schedule is business essential as part of the operation of Lessee.

**Every Term is Agreed to and Accepted:**

**VANTAGE FINANCIAL, LLC**  
**"LESSOR"**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Every Term is Agreed to and Accepted:**

**NEWBURYPORT PUBLIC SCHOOL DISTRICT**  
**"LESSEE"**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The parties agree that this Lease Schedule, along with any riders and any documents or instruments issued or executed pursuant hereto, may be executed and delivered by electronic signatures and that the signatures appearing on such documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

## Lease Proposal

January 5, 2023

**Lessee**  
 Newburyport Public Schools  
 70 Low St  
 Newburyport, MA 01950

**Lessor**  
 Vantage Financial, LLC  
 444 Second Street  
 Excelsior, MN 55331

Equipment Description	Total Estimated Equipment Cost	Term	Rate	Fixed Annual Payment
Verkada Camera Project – 10YR Licensing	\$731,343.00	84	4.60%	\$96,878.00

**\*\*\$153,597 Down Payment with 1<sup>st</sup> payment due July 1<sup>st</sup>, 2024\*\***

**Flex Lease:**

Lessee may add, substitute, or delete equipment at any time during the lease term.

**Refundable Security Deposit**

Lessee shall pay the equivalent of one month's payment as a refundable security deposit.

**Anticipated Delivery**

During the installation period, rent will be charged only on the Equipment accepted by Lessee. Once all of the Equipment is installed and accepted, the lease schedule will commence.

**Fees**

Lessor will not charge any documentation, administration, or legal fees.

**End of Lease Options**

At the end of the lease term, Lessee may purchase the equipment for \$1.

**Contingencies**

This proposal and the Lease Agreement are subject to final credit, equipment, and pricing approval by Lessor. This proposal is not intended to address all the legal matters relating to the lease. The lease documentation will represent the final legal agreement and will include non-appropriation language.

**Proposal Expiration:**

1/31/2023

We appreciate your consideration of Vantage Financial and look forward to partnering with you. Please do not hesitate to reach out to me directly with any questions regarding this proposal.

Sincerely,

**Chris Bogie**

Customer Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*2-27-24 Overview*

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# Newburyport High School Security Upgrades

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District Wide Security Upgrades  
Bresnahan Elementary  
Nock / Molin School  
Newburyport High School  
Central Office



2-27-24 Overview

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# Bresnahan Elementary School Security Upgrades

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- Converting 63 doors to Verkada access-control
- Upgrading existing cameras with Verkada:  
(19 cameras to be upgraded)  
(8 exterior multi sensors added)
- Upgrading 3 existing intercoms to Verkada
- Desk station security upgrades at main office
- Alarm monitoring on all cameras / doors
- Guest management at main office



2-27-24 Overview

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## Nock / Molin School Security Upgrades

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- Converting 53 doors to Verkada access-control
- Upgrading existing cameras with Verkada:  
(43 cameras to be upgraded)  
(8 exterior multi sensors added)
- 12 interior dome cameras were already installed
- Upgrading 3 existing intercoms to Verkada
- Desk station security upgrades Nock/Molin/Central
- Alarm monitoring on all cameras/doors
- Guest management at main office



2-27-24 Overview

# Newburyport High School Security Upgrades

- Multiple camera upgrades already completed
- Multiple sensor work already completed
- Video intercom upgrades already completed
- Converting 14 doors to Verkada access-control
- Alarm monitoring on all cameras/doors  
Guest management at main office



2-27-24 Overview

## Key Elements of Payment Plan

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- Utilize remainder ESSER III Funds \$153,597 down payment
- Enter a 7 year payment plan with Vantage Financial
- NPS earmarks \$80,000 - \$100,000 of School Choice Funds — each year to fund security upgrades
- Cost of the overall project includes a 10 year licensing fee so all software & firmware updates happen automatically (keeping the security system up-to-date)
  
- Funding source does not impact future operational budgets
- NPS installs all security upgrades at once
- All purchased equipment has a 10 year warranty
- Cameras are high resolution with other security elements
- Door locks can be accessed by computer or cell phones
- Newburyport Police has full access to security upgrades



# MGL: Chapter 30B

## Uniform Procurement Act

- Section 12. (a) Unless otherwise provided by law and subject to paragraph (b), a governmental body may enter into a contract for any period of time which serves the best interests of the governmental body; provided, however, that the procurement officer shall include in the solicitation the term of the contract and conditions of renewal, extension or purchase, if any. The procurement officer shall not enter into a contract unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall depend on the availability and appropriation of funds.
- (b) Unless authorized by majority vote, a procurement officer shall not award a contract for a term exceeding three years, including any renewal, extension, or option. Such authorization may apply to a single contract or to any number or types of contracts, and may specify a uniform limit or different limits on the duration of any such contracts.