

**CITY OF MOUNT DORA
EMPLOYEE PERSONAL COMPUTER PURCHASE PLAN
INSTRUCTION SHEET**

A. UNDERSTANDING THE PLAN

1. Read the entire plan and the Frequently Asked Questions.
2. Examine the sample application.

B. THE APPLICATION PROCESS

1. Once you have decided on the merchandise you wish to purchase and have selected a vendor, fill out the specification sheet. A separate specification sheet must be completed for each vendor.
2. The vendor or his authorized representative must sign the specification sheet to indicate that they have agreed with you on the prices and related costs shown on the sheet.
3. Once the specification sheets are completed, fill out an application form and attach the specification sheets to it. Turn the completed application in to your Department Head. If everything is in order, a check request form will be prepared for each specification sheet and will be forwarded, along with the application, to the Finance Department for processing. A copy of the specification sheet must also be attached to each check request.
4. The Human Resources Department will notify you when to come pick up your check and sign the promissory note and security agreement.
5. It will be to your advantage to apply for all of your initial purchases at the same time. This will keep your payroll deduction amount lower. Your initial loan advance will be set up to be repaid over a period of eighteen (18) months. Subsequent purchases will be repaid over the number of payments remaining from the date of the first advance. You may increase the payroll deduction to shorten the payback period at any time.
6. Although there is no limit on the number of advances that you may receive, the total advances cannot exceed \$1,500.00 within eighteen (18) month period unless your outstanding balance is \$0. Also, if the volume of applications becomes too great, restrictions may be placed on the frequency of applications per employee.

CITY OF MOUNT DORA
EMPLOYEE PERSONAL PURCHASE PLAN
Revised December 1, 2015

OBJECTIVE

The Employee Computer Purchase Plan is designed to assist employees with the purchase and financing of a personal computer so that they can learn and gain experience by working with a personal computer away from the office, outside of normal working hours. By owning a personal computer, employees will be able to:

- 1) Acquire and improve computer literacy skills by means of hands on training;
- 2) Be exposed to a full range of software capabilities (e.g., spreadsheets, database managers, word processing, and graphics);
- 3) Become familiar and at ease with computers and current technology; and,
- 4) Support City productivity improvement efforts through increased use of computers in daily departmental activities.

ELIGIBILITY

All regular full-time employees, hereinafter referred to as “Employees”, who have completed two (2) years of “satisfactory employment” (non-probationary, no verbal or written warnings within six (6) months prior to submission of this application) are eligible to participate in this plan. Regular full-time employees are defined as those employees whose status is not seasonal, part-time, temporary or probationary. Employees on probation due to promotion or transfer are not considered probationary employees for purposes of this plan. Participants must agree to comply with the requirements and provisions of this plan.

PERSONAL COMPUTERS INCLUDED IN THE PLAN

Any bona fide computer system may be purchased under the plan if it meets the requirements listed below. The Information Technology Manager may modify these minimum standards from time to time based on changes in technology:

- 1) Intel or AMD processor with a manufacturers release date within the last 12 months
- 2) Microsoft Windows 10 or higher operating system
- 3) 4 GB RAM or higher
- 4) 250 GB hard drive or larger
- 6) Microsoft Office Suite 2016 or higher
- 7) Antivirus, Firewall, Spyware, Malware, etc. Suite protection software (latest version of Symantec’s Norton Internet Security Suite, Trend Micro’s Internet Security Suite, or McAfee Internet Security Suite is recommended; however, Microsoft Windows 10 and higher have built-in antivirus/malware/firewall protection which is sufficient)

- 8) Surge strip or Uninterruptible Power Supply (UPS)
- 9) LCD monitor with 3 year warranty is recommended
- 10) Printer compatible with system is recommended
- 11) Scanner compatible with system is recommended
- 12) Media Card Reader (internal) is recommended
- 13) Web Camera is optional
- 14) Laptops, Netbooks, and All-In-One Computers running Windows operating systems meeting the minimum requirements above are acceptable
- 15) Tablets running Windows or Apple OS operating system are acceptable and security software is highly recommended (i.e. Windows 10.x Tablets or higher, and Apple iPads)

EXCLUSIONS: The following items are excluded from the plan. This list is *not* all inclusive.

- 1) LCD Televisions, even though they may include a VGA or DVI port and can be used as a computer monitor.
- 2) Digital Cameras
- 3) Macintosh (Mac) Computers
- 4) Non-Microsoft Operating Systems (such as Linux or Android)
- 5) Projectors, Apple TV, Google Chromecast, Tivo, DVR, or other multimedia devices

DESCRIPTION OF THE PLAN

The City will finance the employee's purchase of equipment and software up to \$1,500.00. Loans to participate will be for a term not to exceed eighteen (18) months and no interest will be charged. Payments on the loans will be made through payroll deductions.

Loans to participate will be made only for equipment and software purchased in connection with this Plan. The City must approve all orders for equipment and software in advance.

Upon selection of a package, including approved options; the order must be approved by the City and placed with the vendor by the participant. A check for the loan proceeds will be made payable to the employee. In the event that the cost of the equipment is less than the amount of the check, the difference shall be returned to the City. Additional proof of purchase may be required.

ADDITIONAL HARDWARE AND SOFTWARE

Additional qualifying hardware and software for a computer system currently being financed through

the Plan can be added to the loan during the term of the loan provided the maximum loan amount of \$1500.00 is not exceeded. The total additional hardware and/or software costs will be divided by the number of payments remaining from the time of the employee's original loan request date to the end of the eighteen (18) month finance period. The resulting bi-weekly payment will be added to the existing bi-weekly payment being deducted each payroll period. All hardware and software must be paid in full eighteen (18) months after the original loan was initiated. A minimum loan amount of \$100.00 will be required to be qualified for a loan.

RISKS

Personal computers are changing very rapidly in today's highly technical environment. New hardware and software products are being announced and made available constantly. Changes include not only small and more powerful personal computers, but also advanced software programs.

Prices of computers may decline in the future as new, more innovative computers become available. Participants should also be aware that units currently available might be considered obsolete or out-of-date in a relatively short period of time compared to what may be available in the future.

However, even though a unit may be labeled "obsolete", it will remain a powerful machine with the same capabilities as were identified at the acquisition date.

Protection against household hazards (e.g., excessive dust, liquids spilling on the equipment, etc.) is recommended. Participants should ensure that their home insurance policy provides adequate protection of their equipment from theft, fire and lightning.

PARTICIPATION AND LOAN AGREEMENT

A written agreement between the City and the participant is required. The City Manager is authorized to use and to modify any promissory note or security agreement from time to time deemed necessary to protect the interest of the City. The agreement will outline the responsibilities of the participants, terms of the agreement, payroll deduction arrangements, and other conditions of the Plan. The form of the agreement and any promissory note and security agreement will be determined by the City Manager in compliance with the terms of this program and shall be approved by the City Attorney.

RESTRICTIONS ON TRANSFER OR ASSIGNMENT OF EQUIPMENT

Each participant in the Plan agrees that usage of the equipment and software being made available and financed under this Plan will be restricted to the participant's own use and that of his/her immediate family. Any re-assignment or transfer of the equipment will violate the Agreement and cancel the right to participate in the Plan.

ADMINISTRATION

The Plan will be administered and coordinated by the department heads. Each department head will approve all applications and purchases for his or her department employees.

The City's IT staff will not in any way be involved in this Plan other than as employees of that department, but may utilize the Plan just as any other employee. They have neither the staff nor the time available to assist other employees with their purchases or problems that they might encounter.

All equipment should either be picked up by the participant at the vendor location or shipped to the participant's home address.

Additional administrative procedures may be established to ensure that smooth flow of application processing and to minimize the disruption of normal operating procedures.

FREQUENTLY ASKED QUESTIONS

- 1) Can I spend the full \$1,500.00 during the first six months of a PC loan, pay it down to \$1,000.00, and receive another loan for \$500.00 the second six months?

No. You cannot borrow more than \$1,500.00 until it has been completely repaid.

- 2) Do I have to buy a printer if I already have one?

No. The configuration listed in the Plan is a recommendation for setting up your first computer system.

- 3) Can I buy computer furniture with money I receive through the Plan?

No. Purchase of computer furniture is not authorized under the Plan.

- 4) Can I buy computer games with money I receive through the Plan?

No. Purchase of computer games is not authorized under the Plan.

- 5) What computer software should I buy for word processing and spreadsheets?

Microsoft Office Suite 2016, or the latest version.

- 6) Can I upgrade my existing computer system under the PC Plan?

Yes. You may upgrade your motherboard, buy additional memory, or buy a larger hard drive under the Plan as long as you do not receive more than \$1,500.00 over an eighteen-month period.

- 7) What is the most efficient way to spend the \$1,500.00?

The lowest bi-weekly payment is incurred if you spend the full \$1,500.00 at the same time. Items purchased later will be pro-rated over the remaining months of the loan.

- 8) Should I buy from a local vendor or through the mail order?

We recommend that you determine what type of user you are. If you are new to the game, buy locally. If you don't mind doing the UPS or FedEx dance with a mail order company (meaning you remove the faulty parts yourself and send them back to the company for repair), the prices are sometimes lower.

- 9) Does City IT staff recommend one vendor over another?

No. The City maintains a neutral stance here. We cannot recommend any one vendor over another.

- 10) Can I pay off my loan early?

Yes. You may direct the Finance Department to increase your payments at any time or pay the entire balance due in one lump sum payment.

11) If I buy a system and need help, will the City IT staff be able to support me?

No. The City IT staff does not support your home PC. You should ensure that support is included in your purchase.

12) Do I have to buy all of my system equipment from one single vendor?

No. You may buy from multiple vendors. We just need a specification sheet from each vendor.

13) If both my spouse and I work for the City, can we each participate to the maximum in the Plan?

Yes. Each qualifying employee is entitled up to \$1,500.00 under the Plan for a period of eighteen months. However, each individual is responsible for his or her own loan.

14) I bought a system last year and I want to buy a printer this year. Can I do so?

Yes. Make sure that you do not exceed the \$1,500.00 limit in eighteen months.

15) If I have a problem with my vendor or equipment, can the City assist me in solving the problem?

No. The City provides the funds for the PC loan. From that point on, the purchaser and the vendor are to resolve any disagreements without City involvement.

16) I am purchasing my computer through a mail order company. Since it is impossible for me to get a signature on the specification sheet, what do I do?

Have the computer mail order company fax you a quote on their company letterhead with a signature of a sales representative, if possible, or print the quote from their website. Fill out the top of the specification sheet and write "see attached quote" where the prices should be. Have your department head approve the purchase and then forward the paperwork. Be sure you make a copy of all paperwork submitted. This will be satisfactory for the PC Plan and will provide you with evidence that the quote was, in fact, made to you by the company.

17) After the request for a loan has been submitted, can I change vendors?

No. Once you have made an agreement with the vendor and the request for the loan has been submitted, no changes will be permitted.

**CITY OF MOUNT DORA
EMPLOYEE PERSONAL COMPUTER PURCHASE PLAN
APPLICATION**

In accordance with the Employee Personal Computer Purchase Plan, the following application is hereby submitted:

Employee: _____ SSN: _____
(For search purposes and unique identifier)

Department: _____ Position: _____

- New System Upgrade existing system
 Software Accessories

ATTACHED SPECIFICATION SHEETS:

VENDOR:

TOTAL (Amount to be financed):

_____	_____
_____	_____
_____	_____

- This new system meets the minimum requirements of the Employee Personal Computer Purchase Plan.
 This upgrade to my existing system will bring it up to the minimum requirements of the Employee Personal Computer Purchase Plan.
 My existing system already meets the minimum requirements of the Employee personal Computer Purchase Plan.

Describe Existing System:

Manufacturer: _____ Model: _____
Main Memory Size: _____ Hard Drive Size: _____
Business Software: _____

ALSO, I AGREE TO PROVIDE TO THE CITY, COPIES OF ALL INVOICES AND BILLS OF SALE, INCLUDING SERIAL AND MODEL NUMBERS, FOR ALL PURCHASES FINANCED UNDER THIS PLAN IMMEDIATELY UPON RECEIPT OF SAME, AND TO EXECUTE ANY ADDITIONAL INSTRUMENTS, INCLUDING BUT NOT LIMITED TO, FORM UCC-1, NECESSARY TO PERFECT THE CITY'S SECURITY INTEREST IN THE COLLATERAL.

Employee's Signature

Date

APPROVAL:

I have reviewed this application and have found it to be in accordance with the Employee Personal Computer Purchase Plan.

Department Head's Signature

Date

**CITY OF MOUNT DORA
EMPLOYEE PERSONAL COMPUTER SPECIFICATION SHEET**

Name: _____ Department: _____
 Street Address: _____
 City: _____ State: _____ Zip Code: _____
 Work Phone: _____ Home Phone: _____

NOTE: This area of the quote must show enough information to indicate that it meets the minimum requirements.

ITEM (Specific items to be acquired)	PRICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	Subtotal
	Sales Tax
	Subtotal
	Down Payment (if any)
	Total (Amount to be financed)

Employee's Signature: _____ Date: _____

Vendor's Signature (or quote attached): _____ Date: _____

Vendor's Name: _____ Phone Number: _____

Vendor's Mailing Address: _____

NOTICE TO VENDOR

This transaction is between the vendor and the employee named above. The City of Mount Dora is not a party to this transaction. The City is providing limited funding to the employee, which will be in the form of a check made payable to both the employee and the vendor. This purchase is NOT subject to the City's Sales Tax Exemption.

PROMISSORY NOTE

Date: _____

\$ _____

Mount Dora, FL

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of the City of Mount Dora, at P.O. Box 176, Mount Dora, Florida, 32756-0176, the sum of:

_____ (\$ _____)

with interest as provided below payable as follows:

\$ _____ each bi-weekly payday commencing on _____ by payroll deduction until paid in full so long as Debtor is employed by Secured party; the unpaid balance to be immediately paid in full upon Debtors termination (voluntary or involuntary) of employment for any reason (including retirement). Should Debtor fail or refuse to pay the remaining principal balance when due, then, from and after the due date, the principal sum shall accrue interest at the highest lawful rate until paid in full. To the extent funds are available, Debtor hereby authorizes Secured Party to deduct the unpaid balance remaining at the time of termination from any final earnings and/or sick or vacation accrual payments due Debtor.

Extra payments may be made at any time and interest, if applicable, will be charged on the unpaid balance only.

It is agreed that time is of the essence of this contract and that in the event of default in the making of any payment as herein provided for a period of 30 days, the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise the said option shall not constitute waiver of the right to exercise the same at any other time.

In the event of default of the payment of this note and, if the same is collected by an attorney-at-law, I, or we, agree to pay all costs of collection, including a reasonable attorney's fee.

I, or we, and each of us, whether principal, surety, guarantor, endorser, or other parties hereto, agree to be jointly and severally bound. I, or we, each further waive demand, protest and notice of demand, protest and nonpayment.

Whenever used herein the terms "holder," "maker," and "payee" shall be construed in the singular or plural as the context may require or admit.

Employee's Signature

**SECURITY AGREEMENT
EMPLOYEE PERSONAL COMPUTER PURCHASE PLAN**

THIS AGREEMENT, made this _____ day of _____, 20____, under the laws of the state of Florida between _____, herein called the Debtor, whose residential address is _____, and the City of Mount Dora, Florida, a Florida municipal corporation, herein called the Secured Party, whose address is P.O. Box 176, Mount Dora, FL 32756-0176.

WITNESSETH:

To secure the payment of an indebtedness in the amount of \$ _____ with interest as provided below, payable as follows:

\$ _____ each bi-weekly payday commencing on _____ by payroll deduction until paid in full so long as Debtor is employed by Secured party; the unpaid balance to be immediately paid in full upon Debtors termination (voluntary or involuntary) of employment for any reason (including retirement). Should Debtor fail or refuse to pay the remaining principal balance when due, then, from and after the due date, the principal sum shall accrue interest at the highest lawful rate until paid in full. To the extent funds are available, Debtor hereby authorizes Secured Party to deduct the unpaid balance remaining at the time of termination from any final earnings and/or sick or vacation accrual payments due Debtor.

As evidenced by a note of even date herewith (hereinafter called "Obligation"), Debtor hereby grants and conveys to the Secured Party, a security interest in, and mortgages to the Secured Party:

- a) The property described in the schedule herein (hereinafter called the collateral), which collateral the Debtor represents will be used primarily for personal, family, or household purposes;
- b) All proceeds thereof, if any;
- c) All increases, substitutions, replacement, additions, and accessions thereto.

DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

To pay and perform all of the obligations secured by this agreement according to their terms.

To defend the title to the collateral against all persons and against all claims and demands, whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any all liens, security interests, claims, charges, encumbrances, taxes, and assessments except as may be set forth in the schedule.

On demand of the Secured Party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of the agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in collateral and pay all costs of the filling in connection therewith.

To retain possession of the collateral during the existence of this agreement and not to sell,

exchange, assign, loan, deliver, lease, mortgage, or otherwise dispose of same without the written consent of the Secured Party.

To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.

To pay, when due, all taxes, assessments and license fees relating to the collateral.

To keep the collateral, at Debtor's own cost and expense, in good repair and condition and available for inspection by the Secured Party at all reasonable times.

To keep the collateral fully insured against loss by fire, theft and other casualties, Debtor shall give immediate written notice to the Secured Party and to the insurers of loss of damage to the collateral and shall promptly file proofs of loss with insurers.

THE PARTIES FURTHER AGREE:

Waiver of or acquiescence in any default by the Debtor, or failure of the secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.

The following shall constitute a default by Debtor:

Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due,

Failure to Debtor to comply with or perform any provision of this agreement. False or misleading representations or warranties made or given by Debtor in connection with this agreement. Subjection of the collateral to levy of execution or other judicial process. Commencement of any insolvency proceeding by or against the Debtor. Death of Debtor. Any reduction in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

Upon default by Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded by the applicable sections of the Uniform Commercial Code respecting "Default".

Upon any default and upon demand, Debtor shall assemble the collateral and make it available to the Secured Party at the place and at the time designated in the demand.

Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other

expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.

The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in doing so shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

The Secured Party is hereby authorized to file a Financing Statement.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

Debtor:

Secured party:

The City of Mount Dora

By: _____
