

**APPROVAL OF LEASE AGREEMENT**

WHEREAS, Sangamon County established a consolidated program for providing copiers for most County departments and the County's Central Services Print Shop in 1993, and

WHEREAS, the County's lease with Watts Copy Systems, Inc. (Watts), the County's vendor for providing copiers, is scheduled to end as of September 30, 2011; and

WHEREAS, based on the outstanding service and ability to meet the County's needs, Watts is still the County's primary choice as vendor for the consolidated program, and

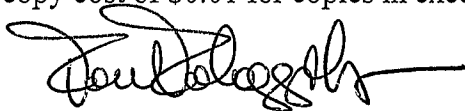
WHEREAS, the current lease agreement contains a provision for contract renewal upon completion of the 48<sup>th</sup> month of the contract contingent upon the County's affording the lessor the option to upgrade or replace equipment of specifications and contract scope "equal to or better than" the original contract, and

WHEREAS, the State's Attorney's Office has confirmed that the renewal option may be exercised for one more term; and

WHEREAS, as part of the move to the new Public Health and Community Resources Building, Watts upgraded a number of copiers in 2010 at the County's request, and the County wishes to afford Watts the option to upgrade or replace other equipment of specifications and contract scope "equal to or better than" the original contract ; and

WHEREAS, Watts has agreed to add additional features in the County's copier equipment at no charge and has agreed to renew the current contract at the same price established in 2006.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of May 2011, approves the renewal of the copier lease agreement with Watts Copy Systems for another five years commencing at the expiration of the current agreement on September 30, 2011 for \$28,696.41 per quarter plus a per copy cost of \$0.01 for copies in excess of 5,400,000 copies per year.



Paul Palazzolo, Auditor

**Building and Grounds & Central Services Committee**

Approved for submission to the full County Board by the Building and Grounds Committee on April 25, 2011.

**FILED** Chairman:



APR 27 2011

*Joe Aiello*  
Sangamon County Clerk

**RECEIVED**

APR 25 2011

Paul Palazzolo  
SANGAMON COUNTY AUDITOR

WATTS COPY SYSTEMS, INC

LEASE AGREEMENT

FOR

SANGAMON COUNTY GOVERNMENT

2011

## Delivery and Acceptance Certificate

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To: Sangamon County Government  
200 S. 9<sup>th</sup> Street  
Springfield, IL 62701

The undersigned certifies that it has received and accepted all of the equipment described in the Equipment Lease Agreement between Watts Copy Systems, Inc. (Lessor) and the undersigned. The equipment conforms with our requirements and it has been fully installed. There are no side agreements or cancellations clauses given outside the Equipment Lease Agreement.

I have reviewed and I understand all of the terms and conditions of the Equipment Lease Agreement. I was not induced to sign this by any assurances of the Lessor or anyone else.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
By

\_\_\_\_\_  
Title (if corporation, give title. If owner or partner, state which)

**EQUIPMENT LEASE RENEWAL AGREEMENT**

*Please read your agreement carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Lessee indicated below. The words we, us, and our refer to the Lessor indicated below*

Lessor Name: Watts Copy Systems, Inc. Address: 2860 Stanton Ave  
City: Springfield County: Sangamon State: Illinois Zip: 62703 Phone: 217-529-6697  
Lessee Name: Sangamon County Board Address: 200 S. 9<sup>th</sup> St  
City: Springfield State: Illinois Zip Code: 62703 Attention: Carol Watts

1. Lease Agreement: We agree to lease to you and you agree to lease from us the equipment listed on ATTACHMENT B. You Promise to pay us the lease payments shown below according to the payment schedule shown below.
2. Term and payment schedule: Sixty (60) months commencing October 1, 2011 – see ATTACHEMENT A for payment amount. No payments to be made in advance.

You agree to all of the terms and conditions shown above and below on this lease, that those terms and conditions are complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this lease cannot be terminated except as provided for in this lease. You also agree that the equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this lease.

This lease is not binding on us until we accept it by signing below. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

This lease may not be terminated early, unless the Sharp Equipment does not perform at optimal standards agreed upon by Watts Copy Systems, Inc and Sangamon County. Watts will waive all responsibilities agreed to on existing contract. (Does not excluded provisions of "Fiscal Funding Clause" attached)

Accepted on: \_\_\_\_\_, 20\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Lessor: Watts Copy Systems, Inc. Lessee: Sangamon County Board  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_

3. Ownership of Equipment. We are the owner of the equipment and have title to the equipment
4. Maintenance and Installation: You are responsible for protecting the equipment from damage except for ordinary wear and tear and from any other loss while you have the equipment. If the equipment is damaged or lost, you agree to continue to pay rent.
5. Location of equipment: You will keep and use the equipment only at our locations as shown in Attachment B. You agree that the equipment will not be removed from these locations unless you get our written permission in advance to move it. At the end of the lease term, you will return the equipment to us.
6. Liability: We are not responsible for any losses or injuries caused by the installation or use of the equipment. You agree to reimburse use for and to defend us against any claims for losses or injuries caused by the equipment.

7. Assignment: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer this lease. You agree that if we sell, assign or transfer this lease, the new owner will have the same rights or benefits that we have not and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.
8. Default: If you do not pay rent when due or if you break any of your promises to this lease, you will be in default. If you default, we can require that you pay the remaining balance of the lease and return the equipment to us. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for collection, you agree to pay our reasonable attorney fees and actual costs, including our travel costs to any deposition or court proceeding. If we have to take possession of the equipment, you agree to pay any consequential or incidental damages for any default by us under this lease. PROVISIONS OF FISCAL FUNDING CLAUSE APPLIES TO ABOVE CITED STIPULATION.
9. Other rights: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time.
10. The payment terms of the prior contract will remain the same. Specifically, the term of the agreement will be for 60 months; the County will be required to make quarterly payments of \$28,696.41; the annual copy allowance will be 5,400,000 combined for all copiers; and the excess copy charge will be \$.01 billed annually in arrears. The lease agreement covers all service, parts, labor, mileage, drums, fusers, rollers, black toner, black developer, and preventative maintenance.
11. Watts will waive the \$18 per month per copier fee for security kits installed last summer on 11 copiers located in the new Public Health and Community Resources Building.
12. Upon judicious request by the County, Watts will install security kits on other copiers currently rented by the County. The installation of such kits will be done free of charge to the County. If a copier does not have a security kit, the copier's hard drive will be removed from the copier, and given to the Auditor's Office, upon the County's request at the time the copier is taken out of service. There will be no charge for the removal of such hard drives.
13. All new copiers installed in County offices will include security kits installed to protect data on the copiers' hard drives. Such kits will be installed at no cost to the County.
14. The color copier installed in the Animal Control Department in the fall of 2010 under a separate rental agreement will be added to the County's master rental agreement, and the monthly rental fee for this copier will no longer be charged. Copies made on this copier, as well as on the County's other color copiers currently included in the master agreement, will be included in the rental agreement's copy allowance. All excess copy charges will be charged at the black/white excess copy charges of \$.01 per copy.
15. With the addition of Animal Control's color copier, 74 copiers will be included in the County's master rental agreement. If the County's operational needs changes, we may add copiers to the agreement at no additional cost.
16. Watts will continue to install fax/scan cards to copiers included in the County's master agreement at no charge.

17. Watts will continue to offer free training to County employees to assist them in the efficient utilization of the existing features installed on their copier equipment.
18. Watts may charge a flat fee when the firm is asked to move a copier from one County building to another. Specifically, Watts may charge a flat fee of \$100 per copier to move and re-install copiers that are not networked and \$145 per copier to move and re-install networked copiers. There will be no charge to move copiers within a building.

FISCAL FUNDING CLAUSE

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INSTALLED ADDRESS:

Sangamon County Government

200 S. 9<sup>th</sup> Street

Springfield, IL 62701

INVOICED ADDRESS:

Sangamon County Government

200 S. 9<sup>th</sup> Street

Springfield, IL 62701

The continuation of any contract or orders that span fiscal year boundaries of the validity of contracts which are executed by the County prior to the applicable appropriation bill becoming law shall be contingent upon the appropriation by the legislature or federal funding source of funds to fulfill the equipments of the contract order. If sufficient funds are not appropriated to provide for continuation of a contract or order, the contract or order shall terminate on the first date in any fiscal year on which sufficient funds are no longer available with certification that such funds are unavailable. The County will give 30 days or as much as possible of an appropriation problem.

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CONTRACTOR SIGNATURE

CONTRACTOR FULL NAME AND ADRESS

Watts Copy Systems, Inc.

2860 Stanton Ave

Springfield, IL 62703

## ATTACHMENT A

Attachment to Contract by and between Watts Copy Systems, Inc. (hereinafter known as Lessor) and Sangamon County Government (hereinafter known as Lessee). The below listed stipulations and/or modifications shall supersede any conflicting language or intent attached to above cited contract.

1. **TERM AND PAYMENT:** Contract term of the attached contract shall be sixty (60) months (commencing upon the expiration of current agreement on 09/30/2011). Contract cost shall be fixed at a rate of \$ 28, 696.41 per quarter with Lessee guarantee of an annual copy allowance of 5,400,000 copies per year. All copies produced in excess of 5,400,000 per year shall be invoiced at a rate of \$ .01 per copy. Excess copies will be billed in arrears upon completion of the 12 month period. Contract billing for base amount shall be billed by Lessor on a quarterly basis (in equal payments) throughout each year of the above captioned contract in accordance with the County's fiscal year.
2. **ADDITIONS TO CONTRACT:** Lessee shall be afforded the option to make equipment additions to attached contract at the same cost per copy for equipment, maintenance and supply cost (excluding paper). Said equipment additions shall be made on a "co-terminous" basis carrying an expiration date equal to above captioned contract. Lessor shall make all reasonable effort to offer equipment specifications (for said additions) that meet the needs and requirements of Lessee.



ATTACHMENT B

Location	Equip #	Model	Accessory	Install Date	Status	AMU	Speed	Network Capable
1 Room 404 200 S. 9th St Springfield	C4679	ARM350	ARD20 - 500 Sheet Cassette ARP14V - Print Controller AREE1 - Feeder ARRK1 - Feeder Rack ARNCS1 - Network Card ARTE4 - Exit Tray ARNS2V - Scanning ARDU4 - Duplex ARFX5 - Fax Board	12/4/2009	Rental	5,500	35 ppm	yes
2 6th Floor 200 S. 9th Street Springfield	B7943	ARM277	ARFN5N - Finisher ARP17 - Print Controller ARNS2V - Scanning AR237ABH - Console Memory	10/20/2010	Rental	4,240	27 ppm	yes
3 911 - Dispatch 2000 Shale Springfield	C0987	ARM237	AR237ABH - Console SHP32X64S133SC3B - Memory ARFX7 - Fax Board ARNS2V - Scanning ARP17 - Print Controller	1/13/2010	Rental	4,555	23 ppm	yes
4 911 2000 Shale Springfield	S9875	ARM355N	ARFX12 - Fax Board MXNSX1 - Scanning AREE3 - Feeder AREN6 - Finisher ARDU4 - Duplex ARRK2 - Feeder Rack SP1 - SureS ARD38 - 2500 Sheet Drawer	11/8/2006	Rental	1,775	35 ppm	yes
5 Animal Control 2100 Shale Road Springfield	R0476	SCX6322DN	SCX6320G5 - Console	8/27/2010	Rental	125	23 ppm	yes
6 Animal Control Office 2100 Shale Road Springfield	R0967 COLOR	MX3501N	MXPKX1 - Post Script ARFNX1 - Finisher MXFX1 - Fax Board	10/25/2010	Rental	BW 3545 c 67	35 ppm	yes

Leased under separate contract will be added to 2011/2012 contract									
7	Auditor's Office 200 S. 9th St, Rm. 204 Springfield	S9747	ARM355N	ARFX12 - Fax Board AREF3 - Feeder M4TEX - Surge MXNSX1 - Scanning ARFN6 - Finisher ARDU4 - Duplex ARD28 - 2500 Sheet Drawer	10/2/2006	Rental	2,070	35 ppm	yes
8	Supervisor of Assessment 2nd Flr, Rm 210 200 S. 9th Street Springfield	S9818	ARM277	M4T-EX - Surge ARFN5N - Finisher AR237ABH - Console	11/14/2006	Rental	3,300	27 ppm	no
9	Community Township 1st Flr, Room 101 200 S. 9th Street Springfield	C5440	SCX6322DN	SCX6320G5 - Console	10/13/2010	Rental	3,700	23 ppm	yes
10	Public Health Department D104 2833 S. Grand Ave Springfield	S9908	ARM550N	ART15 - Finisher IMAGEPRO20AMP ARFR11 - Data Security Kit	11/13/2006	Rental	16,485	55 ppm	yes
11	Central Services Basement 200 S. 9th Street Springfield	S9910	ARM550N	IMAGEPRO20AMP ART15 - Finisher	11/13/2006	Rental	32,445	55 ppm	yes
12	Central Services Basement 200 S. 9th Street Springfield	S9911	ARB6320	M4TEX - Surge ARD19 - 2 X 500 Sheet Cassettes ARRB1 - Duplex Bypass Unit	11/13/2006	Rental	BW - 955 C - 1,100	32 ppm	yes
13	Child Advocacy 1001 E. Monroe Springfield	S9900	ARM277	ARFX7 - Fax Board ARFN5N - Finisher ARP17 - Print Controller SP1 - Surge	11/9/2006	Rental	3,675	27 ppm	yes



20	Circuit Court Admin 5th Flr Offices 200 S 9th St Springfield	\$9854	ARM355N	ARD28 2500 Sheet Drawer ARDU4 Duplex AREE3 Feeder AREN6 Finisher M4TEX surge	11/15/2006	Rental	4,000	35 ppm	yes
21	Community Resources 3rd Floor Room 311 200 S 9th Street Springfield	R0077	ARM355U	ARRK2 Feeder/Rack ARTE4 Exit Tray AREE3 Feeder ARMU2 500 Sheet Paper Drawer ARP21 Print Controller ARNS3V Scanning AREN6 Finisher ARFX12 Fax Board ARDU4 Duplex ARER22U Data Security Kit ARMM9 Memory	4/13/2007	Rental	7,365	35 ppm	yes
22	Community Resources Rm C118 200 S 9th Street Springfield	\$9826	ARM455N	ARNS3V Scanning M4TEX surge ARD28 2500 Sheet Drawer AREN6 Finisher ARDU4 Duplex AREE3 Feeder ARFX17 Fax Board ARFR22U Data Security Kit	11/7/2006	Rental	22,816	45 ppm	yes
23	Coroner's Office Room 203 200 S 9th Street Springfield	B9414	ARM277	ARFN5N - Finisher ARP17 - Print Controller ARNS2V - Scanning AR237ABH - Console	11/18/2010	Rental	300	27 ppm	yes
24	County Board Office 2nd Flr, Rm 201 200 S 9th St Springfield	\$9855	ARM355N	M4TEX surge ARDU4 Duplex ARD28 2500 Sheet Drawer ARNS3V Scanning AREN6 Finisher	11/14/2006	Rental	3,500	35 ppm	yes







42	Office Of Emergency Mgmt	B7689	ARM237	AR237ABH - Console	9/22/2009	Rental	835	23 ppm	yes
	EMS			ARFX7 - Fax Board					
	2801 N 5th Street			ARP17 - Print Controller					
	Springfield			ARNS2V - Scanning					
				SHP32X64S133C3					
43	Public Bldg Commission	S9868	SCX6320F	SAMSTAND - Console	11/14/2006	Rental	1,575	23 ppm	yes
	Central Serv - Basement			SCX6320S5 - 500 Sheet Cassette					
	200 S. 9th Street			SCX6320NA - Network Kit					
	Springfield								
44	Public Defenders Office	S9851	ARM355N	ARD28 - 2500 Sheet Drawer	11/15/2006	Rental	10,510	35 ppm	yes
	3rd Flr, Rm 301B			ARENG - Finisher					
	200 S. 9th Street			AREX12 - Fax Board					
	Springfield			ARDU4 - Duplex					
				M4TEX - Surge					
				AREB3 - Feeder					
				MXNSX4 - Scanning					
45	Public Health Clinic	C3018	MX3501	MXNSX1 - Scanning	7/29/2010	Client Owned	BW 1,235	35 ppm	yes
	D104 Copy Room			MIXERX24 - Data Security Kit			C 565		
	2833 S. Grand Ave			MXLCX1 - Large Capacity Tray					
	Springfield			MXFPX1 - Fax Board					
	REPLACED ARC260M OWNED BY COUNTY WITH			MX45ABD - Console					
	MX3501N AT NO ADDITIONAL COST TO THE COUNTY								
46	Public Health Clinic	S9328	ARM455U	ARD28 - 2500 Sheet Drawer	12/12/2005	Rental	2,800	45 ppm	yes
	D105			ARRK2 - Feeder Rack					
	2833 S. Grand Ave			ARP20V - Print Controller					
	Springfield			AREF3 - Feeder					
				ARFN7 - Finisher					
				M4TEX - Surge					
				ARDU3 - Duplex					
				ARNS3V - Scanning					
				ARTE4 - Exit Tray					
47	Public Health Clinic	C2023	ARM257	M4T-EX - Surge	7/29/2010	Rental	1,400	25 ppm	yes
	F102			ARFN5A - Finisher					
	2833 S. Grand Ave			AR237ABH - Console					
	Springfield			ARP27 - Print Controller					





52	Public Health Clinic Rm E102-1 2833 S. Grand Ave Springfield	S9882	ARM455N	ARDU4 Duplex ARD28 2500 Sheet Drawer AREN6 Finisher ARRK2 Feeder Rack AREF3 Feeder <b>ARFX12 Fax Board</b> ARFR21 Data Security Kit MXNSX1 Scanning	11/7/2006	Rental	4,575	45 ppm	yes
53	Public Health Clinic Rm P108 2833 S. Grand Ave Springfield	S9898	ARM355N	ARRK2 Feeder Rack ARDU4 Duplex ARD28 2500 Sheet Drawer AREN6 Finisher AREF3 Feeder MXNSX1 Scanning <b>ARFX12 Fax Board</b> ARFR21 Data Security Kit	11/7/2006	Rental	6,060	35 ppm	yes
54	Public Health Clinic Rm P162 2833 S. Grand Ave Springfield	S9906	ARM455N	AREF3 Feeder AREN6 Finisher ARDU4 Duplex ARRK2 Feeder Rack ARD28 2500 Sheet Drawer MXNSX1 Scanning <b>ARFX12 Fax Board</b> ARFR21 Data Security Kit	11/9/2006	Rental	16,490	45 ppm	yes
55	Recorder Of Deeds 200 S 9th St, Rm. 211 Springfield	S9865	ARM355N	<b>ARFX12 Fax Board</b> MAT-EX-Surfc AREN6 Finisher AREF3 Feeder ARDU4 Duplex ARD28 2500 Sheet Drawer	11/14/2006	Rental	1,070	35 ppm	yes
56	Recorder Of Deeds 200 S 9th St, Rm. 211 Springfield	S9877	ARM550N	MAT-EX-Surge ARF15 Finisher MXNSX1 Scanning	11/14/2006	Rental	6,000	55 ppm	yes
57	Regional School Superintendent	S9849	ARM355N	ARD28 2500 Sheet Drawer	11/15/2006	Rental	5,125	35 ppm	yes



64	Sheriff Admin Office #1 Sheriff Plaza Springfield	S9820	ARM277	ARP17 - Print Controller ARFNSN - Finisher ARN52 - Scanning AR237ABH - Console	11/9/2006	Rental	5,820	27 ppm	yes
65	Sheriff Evidence #1 Sheriff Plaza Springfield	C2041	SCX6322DN	SCX6320G5 - Console SCX56122A - 500 Sheet Cassette	Missing	Rental	295	27 ppm	yes
66	Sheriff Sheriff's Record #1 Sheriff Plaza Springfield	S9848	ARM355N	ARDU4 - Duplex AREF3 - Feeder ARENG - Finisher MAT-EX - Surge ARD28 - 2500 Sheet Drawer	11/9/2006	Rental	12,900	35 ppm	yes
67	Sheriff Squad Room #1 Sheriff Plaza Springfield	S9853	ARM355N	ARDU4 - Duplex AREF3 - Feeder ARD28 - 2500 Sheet Drawer MXNSX1 - Scanning ARENG - Finisher	11/9/2006	Rental	3,215	35 ppm	yes
68	States Attorney 4th Flr 200 S. 9th Street Springfield	S9885	ARM550N	IMAGEPRO20AMP ARF15 - Finisher ARFX8 - Fax Board ARNS3V - Scanning	11/15/2006	Rental	16,900	55 ppm	yes
69	States Attorney 4th Flr 200 S. 9th Street Springfield	S9824	ARM455N	MAT-EX - Surge AREF3 - Feeder ARENG - Finisher ARDU4 - Duplex ARD28 - 2500 Sheet Drawer	11/15/2006	Rental	9,110	45 ppm	yes
70	Supervisor Of Assessments Rm 210 200 S 9th St Springfield	C2042	SCX6322DN	SCX6320G5 - Console SCX56122A - 500 Sheet Cassette	8/27/2010	Rental	175	23 ppm	yes
71	Treasurer's Office	S9866	ARM355N	AREF3 - Feeder	11/13/2006	Rental	2,985	35 ppm	yes

RM 102 1ST FLR						M4TEX Surge						
200 S. 9th Street						ARNG Finisher						
Springfield						ARDU4 Duplex						
						ARD28 2500 Sheet Drawer						
72 Veterans Assistance	C5441	SCX6322DN				SCX6320G5 - Console		10/12/2010	Rental	1,500	23 ppm	yes
200 S 9th St, Rm. 301A						SCX56122A - 500 Sheet Cassette						
Springfield												
73 Zoning Administrator Office	S9839	ARM455N				ARN53V Scanning		11/14/2006	Rental	5,500	45 ppm	yes
Rm 213						M4TEX Surge						
200 S. 9th Street						ARDU4 Duplex						
Springfield						ARENG Finisher						
						ARD28 2500 Sheet Drawer						
						ARFX12 Fax Board						
						AREE3 Feeder						
74 Springfield Worknet	S9872	ARM355N				M4TEX Surge		11/14/2006	Rental	12,775	35 ppm	yes
1300 S. 9th Street						ARDU4 Duplex						
Springfield						ARENG Finisher						
						ARD28 2500 Sheet Drawer						
						AREE3 Feeder						

60 Month Contract 09/30/2006-09/29/2011

\$ 28,806.41 per quarter

Copy/Print allowance 5,400,000 per year

Excess Copies billed \$ .01 per each

72 Sharp Machines on Rental

2007-2008 Coverage \$ 2,463.75

2008-2009 Coverage \$ 389.66

2009-2010 No Coverage 5,149,834

Watts will give all hard drives to the Auditors office for any upgrade.