Resolution #_10~

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 48th 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.

APR 2 7 2011

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Paul Palazzolo SANGAMON COUNTY AUDITOR

WATTS COPY SYSTEMS, INC

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LEASE AGREEMENT

FOR

SANGAMON COUNTY GOVERNMENT

2011

Delivery and Acceptance Certificate

To: Sangamon County Government 200 S. 9th 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

Ву

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

EQUIPMENT LEASE RENEWAL AGREEMENT

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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	2.	Addres	s:	2860 Stanton	Ave .					
Citv:	Springfield	County: Sangan	non	State:	Illinois	Zip: 62703	Phone: 217-529-6697					
•		non County Board		Addres	s:	200 S. 9 th St						
City:	Springfield	State: Illinois	Zip Cod	e: 6270	03	Attention: Ca	arol 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 area 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 Sys	stems, Inc.	Lessee: Sangamon Cour	ity Board
Ву:		Ву:	
		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.

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- 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.

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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

INSTALLED ADDRESS:

N. T.+ . .

Sangamon County Government

200 S. 9th Street

Springfield, IL 62701

INVOICED ADDRESS:

Sangamon County Government

200 S. 9th 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.

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.

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	37 Info Systems Dept 200 S 9th St, Rm. 3 Springfield	 38 Judicial Court 7th Floor 200 S. 9th Street Springfield 39 Juvenile Probation Office 13, Room 30 200 S. 9th Street Sprindfield 	Johnighteid 40 Land of Lincoln C 1300 S. 9th Street Springfield 1300 S. 9th Street 1300 S. 9th Street Springfield
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AR237ABH - Console	ARFX7 - Fax Board	ARP17 - Print Controller	ARNS2V - Scanning	SHP32X64S133C3	SAMSTAND - Console	SCX6320S5 - 500 Sheet Cassette	SCX6320NA - Network Kit		ARD28 2500 Sheet Drawer	ARENGS Finisher ACTION	<u> ĀRĒX12 - Eax Board</u>	ARDU4 Dubley	M4TEX-Slites	- 15-11			MANIGNA CONDUCTION AND AND AND AND AND AND AND AND AND AN	MXERVAL SCOULDER SERVICE STREET	MXL CX1 TLATE CABACITY TRAV	2月1日	MX45ABD Console			ARD28 2500 Sheet Drawer	ARK25 Feeder Racki	ARP20V - Print Controller	AREF3 Feeder	ÁRFNZ L FINISher	MáT-EX-Surge	ARDU3 Duplex	ARNS3V - Scanning		M4T-EX - Surge	ARFN5A - Finisher	AR237ABH - Console	ABD7 - Drint Controller
ARM237					SCX6320F				ARM355N							時代においていた。	MAYAE01	TOCOLUMN STOLEN			H	JUNTY		ARM455U									ARM257			
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42 Office Of Emergency Mgmt	EIVIS	2801 N 5th Street	Springfield		43 Public Bldg Commission		200 S. 9th Street	Springtield	44 Public Defenders Office	3rd Fls, Rm 301B	200 S. 9th Street	Springfield				5	45 Public Health Clinic	D104 Copy Room		1.1	REPLACED ARC260M OWNED BY COUNTY WITH	MX3501N AT NO. ADDITIONAL COST TO THE COUNTY		46 Public Health Clinic	D105	2833 S. Grand Ave	Springfield	And and a second s		and the second		A7 Dublic H - H - A1		F102	2833 S. Grand Ave	Springfield

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		12/5/2005 Rental									12/5/2005 Rental										10/27/2006 Rental B					11/7/2006 Rental						
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		48 Public Health Clinic	WIG Dept Rm P101	2833 S. Grand Ave	Springfield						49 Publie Health Clinic 1	Rm L101	2833 S. Grand Ave	Springfield Springfield							50 Fublic realtil Cliffic	2833 S. Grand Ave	Springfield				Rm.P166	2833 S. Grand Ave	Springfield			

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Sangamon County Master Rental Spreadsheet

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11/7/2006			11/02/06	11/14/2006	
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52 Public Health Clinic Rm E102-1 2833 S. Grand Ave Scrimefield		sa Public Health Glinie 59 Rm P108 2833 S. Grand Aver Sprinsfield	54 Public Health Clinic Rm P162 2833 S. Grand Ave Springfield	55 Recorder Of Deeds \$9 200 S 9th St, Rm. 211 \$9 Springfield \$7 Springfield \$7 Scorder Of Deeds \$5 Springfield \$7	Regional School Superintendente 53849 ARM355N
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			ARPKG - Rost Script		and the second se		
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58 Regional Planning	S9827	<u>ARM455N</u>	ARFNG = Finisher	11/14/2006	Rental	222-25-365 45 hhm	VPC
Znd Floor			<u> ĀRDU4 - Duplex</u>			1122	
200 S. 9th Ștreet			Mát EX : Sürge				
Springfield			ARD28 - 2500 Sheet Drawer		Management of the second se		
			AREF3 / Feederant and a second				
59 Sheriff	59878	ARMISSON		11/9/2006	Rëntal	25.125 55 ppm	VPS
Jail Briefing							3
#1 Sheriff Plaza							
Springfield			「「「「「「」」」「「」」」」」」「「」」」」」」」」「「」」」」」」」」」	T .			
60 Sheriff	B7294	ARM277	ARFX7 - Fax Board	8/20/2009	Rental	4.800 27 ppm	Ves
Detectives / Investigations			AR237ABH - Console				3
# 1 Sheriff Plaza			SHP32X64S133SC3B - Memory				
Springfield			ARP17 - Print Controller				
			ARFN5N - Finisher				
			ARNS2V - Scanning				
61 Sheritt	B7404	ARM277	ARP17 - Print Controller	8/2/2010	Rental	435 27 ppm	yes
Jail Library			ARNS2V - Scanning				
#1 Sheriff Plaza			AR237ABH - Console				
Springfield							
62 Sheriff	B7380	ARM277	ARFN5N - Finisher	8/2/2010	Rental	140 27 nnm	700
Crime Prevention			ARP17 - Print Controller	•			3
#1 Sheriff Plaza			ARNS2V - Scanning				
Springfield			AR237ABH - Console				
			•				
63 Sheriff	S9819	ARM277	ARP17 - Print Controller	11/9/2006	Rental	6 155 27 nnm	Vec
Jail Admin			ARFNSN - Finisher				3
#1 Sheriff Plaza			AR237ABH - Console				
Springfield							

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yes	yes	Ves	Ves Contraction	Ves
27 ppm /			35 ppm	55 ppm
5,820.2	295		3,215	16,900 55 ppm yes 9,110 45 ppm yes 175 23 ppm yes
(ental	Rental		Rental Form	Rental Rental
11/9/2006 Rental	Missing		11/9/2006	11/15/2006 Rental
ARP17 - Print Controller ARFNSN - Finisher ARNS2 - Scanning AR237ABH - Console	SCX56122A - Sonsole SCX56122A - 500 Sheet Cassette ARDI14: Dimier		l ARØUA 1000lex AREF3. FEEGER ARD22. 2500 Sheerbirawen(AFA MXNSX1. Ssanning ARENG. Teinisher	IMAGEPRO20AMP ARF15 - Finisher ARF15 - Finisher ARFNS3V - Scanning M4T-EX - Surge ARFN6 - Finisher ARFN6 - Finisher ARFN6 - Finisher ARFN6 - Finisher ARFN6 - Finisher ARFN6 - Finisher ARFN6 - Sousher ARFN28 - 2500 Sheet Drawer SCX56122A - 500 Sheet Cassette
ARM277	SCX6322DN ARM355N 333		ARM355N MA	S9885 ARM550N 59824 ARM455N 59824 ARM455N C2042 SCK6322DN C2042 SCK6322DN
59820	C2041 59848		59853 500 500 500 500 500 500 500 5	
Office iff Plaza ield	65 Sheriff Evidence #1 Sheriff Plaza Springfield 66 Sheriff	(ر ا	67 Shëriff ** ********************************	68 States Attorney 4th Fir 200 S. 9th Street 5pringfield 69 States Attorney 200 S. 9th Street 200 S. 9th Street 200 S. 9th Street 200 S. 9th Street 200 S 9th S

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Sangamon County Master Rental Spreadsheet

updated 02-28-2011

	um yes	m ves	35.ppm vess
	1,500 23 ppm	5.500 45 ppm	12/75 35 pr
	Rental	Rental Sector	Rental
	10/12/2010 Rental	11/11/2006	11/14/2006 Renta
MATEX_Surges ARFNG-Finisher ARDUA Duplex ARD28 2500566etDrawer	SCX6320G5 - Console SCX56122A - 500 Sheet Cassette	ARNS3V - Scanning M41:EX - Surge ARDU4:- Dupléx ARDU4:- Dupléx ARD28 - 25:00 Sheet Drawer ARD28 - 25:00 Sheet Drawer ARD22 - Faeder ARET3 - Feeder	MATEX surge ARDUA Dublex ARENG Finishel ARD28 2500 Sheet Drawer ARD28 2500 Sheet Drawer
	SCX6322DN	ARM455N	ARM355N
	C5441	59839	59872
RM 102 15T FLR 200 S. 9th Street Springfield	72 Veterans Assistance 200 S 9th St, Rm. 301A Springfield	73 Zoning Administrator Office Rm 213 200 S. 9th Street Springfield	74 Springfiéld Workhet 1300 S. 9th Street Springfield

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 Overage \$ 2,463.75

2008-2009 Overage \$ 389.66 2009-2010 No Overage 5,149,834

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