

**Resolution No. T-2022-02-003R:**

**A Resolution Authorizing the Supervisor to Sign an Agreement with Watts Copy Systems, Inc. for  
Color Printer and Copy Services**

**WHEREAS**, Cunningham Township Supervisor's Office (CTSO) requires a high volume system to provide black and white and color printing, copying, and scanning; and

**WHEREAS**, the 5 year contract on the current copier has expired; and

**WHEREAS**, CTSO has requested multiple bids from area providers for a new copier; and

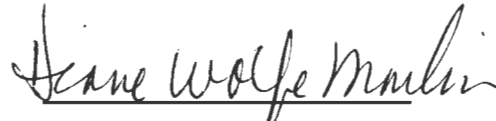
**WHEREAS**, Watts Copy Systems, Inc. provided the lowest cost bid, greatly reducing the monthly cost currently budgeted of this service;

**NOW THEREFORE BE IT RESOLVED** by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign the attached agreement with Watts Copy Systems, Inc. for Color Printer and Copy Services.

Approved this February 14, 2022 by the Township Board of the Town of Cunningham,  
Champaign County, State of Illinois.



Phyllis Clark, Town Clerk



Diane Wolfe Martin, Chair



**COPY SYSTEMS, INC.**

*"where service is more than a promise"*

Corporate Office  
2860 Stanton Avenue  
Springfield, IL 62703  
(217) 529-6697  
www.wattscopy.com

# Equipment Maintenance Agreement

**Deliver To:**  
Cunningham Township  
Supervisors Office  
205 West Green Street  
Urbana, IL 61801

**Bill To:**  
Cunningham Township  
Supervisors Office  
205 West Green Street  
Urbana, IL 61801

**SEE REVERSE SIDE FOR  
TERMS AND CONDITIONS**

**Date: 01/12/2022**

CUSTOMER NO.                      CUSTOMER P.O. NO.                      REPRESENTATIVE  
Greg Wolfe /ams

ORDERED	PRODUCT NO.	DESCRIPTION	UNIT PRICE	AMOUNT
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TA-3554ci	Kyocera Multifunctional Color Printer			
DP-7160	320-sheet Dual Scan Document Processor			
855D200886	Stand			

**CONTRACT TYPE:** Cost Per Copy/Print//Fax Maintenance Agreement  
**CONTRACT COVERAGE:** Includes all service, parts, labor, mileage, drums, fuser rollers, black/color toner, black/color developer and preventative maintenance.

**BEGINNING DATE:** DATE OF INSTALL  
**ENDING DATE:** 60 MONTHS FROM DATE OF INSTALL

**Program includes:**  
All b/w images billed monthly at \$.0065 each  
All three-tier color images billed monthly at:  
Tier 1 (0-4%): \$.019 each.  
Tier 2 (4.1-10%): \$.039 each.  
Tier 3 (10.1%+): \$.059 each.

Watts Copy Systems agrees that rates will not escalate more than 5% each year.

Meter readings will be received remotely from machine or submitted by customer to Watts Corporate Office by email or our website.

*This contract does not cover damage due to operator error, power surge, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement will not apply.*

**MAINTENANCE AGREEMENT MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, LABOR, PARTS, AND SUPPLIES MAY BE BILLABLE FROM EFFECTIVE DATE OF CONTRACT. ADMINISTRATION FEE OF \$25.00 CHARGES FOR REINSTATEMENT AFTER CANCELLATION.**

\_\_\_\_\_  
SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER, OR PROPRIETOR)

\_\_\_\_\_  
SIGNATURE – ACCEPTED BY WATTS COPY SYSTEMS, INC.

TITLE

DATE

PRINT NAME

Decision Maker:	Phone:	Email:
Accounting:	Phone:	Email:
Key Op: Nicole Philyaw	Phone: 217-384-4144	Email: nicole@cunninghamtownship.org
IT Contact:	Phone:	Email:



1. **Maintenance Services:** During the term hereof Dealer will repair or replace in accordance with the terms and conditions of this Agreement any part of the Equipment which becomes unserviceable due to normal usage (other than consumable supplies, unless such coverage is specified on the front of this agreement). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Agreement do not include the following:
  - a) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
  - b) Repairs made necessary by service performed by persons other than Dealer.
  - c) Additional service calls or work which the Customer requests to be performed outside regular business hours.
  - d) Shop repair, reconditioning, rebuilding, overhaul or modification of the Equipment.
  - e) Provision or replacement of consumable supplies such as paper, staples or toner (unless such coverage is specified on the front of this agreement).
2. **Performance of Maintenance Services:** Maintenance services as described in paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located indicated on the face hereof Monday through Friday except holidays during the hours of 8:00 a.m. to 5:00 p.m. Preventative maintenance for the Equipment will be provided determined by Dealer. Remedial maintenance will be provided after notification by Customer that the Equipment is inoperative.
3. **Payment Terms:** Payment of the maintenance fee is due in accordance to the same terms of your Lease/Cost-Per-Image/Rental agreement. If this maintenance program is for annual coverage on customer-owned equipment, payment terms are net 30 from the invoice date. If an invoice remains unpaid after 30 days, the maintenance fee becomes delinquent. You agree to pay a late charge of 10% of any payment which is delinquent or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons.
4. **Customer Obligation:** Customer agrees to provide a suitable place for use (including suitable electric service and a EMI/RFI/Surge/Modem/Network Protection) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the maintenance of the Equipment as described in paragraph 1 hereof. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no extra charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment.
5. **Default:** You will be in default under this Agreement if you (a) fail to pay the annual maintenance fee in full within 30 days of the execution and acceptance of this Agreement by Dealer or make any other payment when due under this Agreement; (b) fail to make payment when due on any other indebtedness you owe to us arising independently of this Agreement; (c) fail to perform or observe any term or condition contained in this Agreement, or any other instrument or document executed in connection with this Agreement; or (d) become insolvent (however defined), cease doing business as an ongoing concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, Dealer shall have the right to exercise concurrently or separately, and without any election or remedies to be deemed made, the following remedies: to sue for and recover from you all amounts due and owing with or without terminating this Agreement; to terminate this Agreement and sue for and recover from you the actual cost at prevailing rates for labor, parts and supplies provided to you under this Agreement from the effective date of this Agreement through the date of termination; and to pursue any other remedy at law or in equity.
6. **Charges:** The maintenance charges hereunder will be payable by the Customer in accordance to the terms of this agreement and any associated Lease/Cost-Per-Image/Rental agreements. The transfer of Equipment from the location indicated on the face hereof to any location not within an established service area will be charged at prevailing rates. Taxes (other than taxes measured by income) with respect to maintenance services including the supply of parts hereunder will be the responsibility of Customer. You agree that the base payment amount (if applicable) and the per-image charges and/or excess per-image charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this agreement and not more than once each successive twelve-month period thereafter, the base payment amount, if applicable, and the per-image charge may be increased by a maximum of 10% of the then existing payment or charge.
7. **Attorneys' Fees and Costs:** You shall pay Dealer all costs and expenses, including reasonable attorneys' fees, incurred by Dealer in exercising any of its rights or remedies hereunder or enforcing any terms, conditions or provisions hereof.
8. **Limitations and Liability:** Dealer makes no warranties, express implied, as to any matter whatsoever, including without limitation, the condition of the equipment, parts and services provided under this Agreement and Customer hereby expressly disclaims any express or implied warranties with respect thereto, including without limitation, any implied warranties of merchantability, or fitness for a particular purpose. In no event shall Dealer be liable to Customer for any incidental, indirect, consequential, punitive or special damages (including but not limited to damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused. Dealer shall not be liable for non-performance caused by circumstances beyond its control including but not limited to, work stoppages, fire, civil disobedience, war, terrorism, riots and acts of God. Customer agrees that Dealer's total liability to Customer for damages suffered in connection with, or arising out of, this Agreement, regardless of whether any such liability is based upon contract, tort or other basis, shall be limited to an amount not to exceed the maintenance fee owed under this Agreement for a twelve-month period.
9. **Termination and Reinstatement:** This Agreement may be terminated by Dealer at any time upon 30 days written notice to Customer, unless it is terminated by Dealer because Customer is in default, in which case it may be terminated immediately by written notice. If this Agreement is terminated by Dealer because Customer is in default for failing to pay the maintenance fee, Customer may reinstate this Agreement if within 30 days of termination, Customer pays Dealer the maintenance fee in full plus any late charges and a reinstatement fee of \$25.00.
10. **Assignment:** This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.
11. **Term:** This Agreement shall become effective as of the effective date indicated on the face hereof upon acceptance by Dealer and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof (the "initial term"). The Agreement shall automatically renew at the expiration of the initial term for a like term (the "renewal term") and automatically renew thereafter for additional like terms at the expiration of each renewal term at the prevailing rates for the maintenance charges at the time of such renewal, unless you notify Dealer in writing at least 30 days prior to the end of the initial term or any renewal term that you do not want to renew the Agreement.
12. **Waiver:** Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.
13. **Freight/Fuel/Handling charge will apply.**
14. **Governing Law and Venue:** This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.
15. **Indemnity and Hold Harmless:** To the fullest extent permitted by law, the Customer shall and agrees to indemnify Dealer against, and hold Dealer harmless from, any claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort, and strict liability) and any and all costs and expenses in connection therewith, including reasonable attorney's fees and costs, arising out of, connected with, the maintenance, repair, inspection, use, operation and possession of the equipment by Customer. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the maintenance, repair, use, operation, possession, control, handling, or transportation of the equipment during the term of this Agreement.
16. **Severability:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
17. **Coverages/Inclusions:** Parts, components, labor and consumables covered under this agreement will be detailed on the front of this agreement. Any items not detailed as covered under this agreement may be excluded from this agreement and chargeable to the customer. If this agreement stipulates specific coverage for consumables (such as toner), the allotment of these supplies will be based on usage by actual meter counts from the covered device. The manufacturer specifically stipulates usage yields for each consumable item based on industry standards regarding document fill/print coverage. The Dealer will utilize the manufacturer's projected yield compared to the covered device's usage to determine the proper quantity of supplies to be provided under this agreement. Any consumables requested by the customer that exceed the allotment based on the actual usage compared to the manufacturer's projected yields will be chargeable to the customer.
18. **Entire Agreement:** The foregoing terms and conditions and those contained in prevailing price lists described herein constitute the entire agreement between Customer and Dealer with respect to its subject, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no premises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

This contract does not cover damage due to operator error, power surges, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply. This contract is null and void unless paid within 30 days.







## **ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

**IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. We may charge you a freight fuel surcharge to cover our costs of shipping supplies to you. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**OWNERSHIP.** You own the Equipment, including any software license rights granted to you, if any, by us or any third party supplier(s). You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

**TAXES.** You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. You agree to file any required personal property tax returns. Sales or use tax due upfront will be payable over the term with a finance charge.

**DEFAULT/REMEDIES.** If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

**UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.



**NON-APPROPRIATION ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between Watts Copy Systems, Inc. ("we", "us", "our") and Cunningham, Township of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1735193 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

<b>GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE</b>			
<b>(As Stated Above)</b>	<b>X</b>		
	SIGNATURE	PRINT NAME & TITLE	DATE
<b>OUR SIGNATURE</b>			
Watts Copy Systems, Inc.			
	SIGNATURE	PRINT NAME & TITLE	DATE