

ORDINANCE NO.: 2025-21

FIRST READING March 24, 2025

INTRODUCED BY: RUTH CAVANAGH

SECOND READING WAIVED

THIRD READING WAIVED

ORDINANCE APPROVING THE PARTICIPATING ADDENDUM BETWEEN THE VILLAGE OF SOUTH RUSSELL AND CANON USA FOR THE PURPOSE OF PARTICIPATING IN THE NASPO PROGRAM FOR MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS RELATING TO THE COPIER FOR THE BUILDING DEPARTMENT PURCHASED FROM LAKE BUSINESS PRODUCTS, RATIFYING THE MAYOR'S EXECUTION OF SUCH PARTICIPATING ADDENDUM ON MARCH 11, 2025, AND DECLARING AN EMERGENCY.

WHEREAS, Council of the Village of South Russell purchased a new copier for the building department and the Village, as part of that purchase, may participate in the NASPO Program to enable the Village to benefit from the NASPO pricing for certain products and services related to the copier purchased;

WHEREAS, Council desires to participate in and receive the benefits from the NASPO program, as described in the Participating Addendum provided by Canon USA, which is attached hereto and incorporated herein by reference as Attachment 1 and which Agreement was executed by the Mayor on March 11, 2025; and

WHEREAS, Council desires to enter into and approve the Participating Addendum with Canon USA and ratify the execution of the Agreement by the Mayor on behalf of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Participating Addendum, attached as Attachment 1, between Canon USA and the Village of South Russell to enable the Village to participate in and receive the benefits from the NASPO program for the products and services related to the Canon copier recently purchased for the Village building department is hereby approved pursuant to the Participating Addendum's terms and conditions.

SECTION 2. The Mayor is hereby authorized to execute the Participating Addendum on behalf of the Village.

SECTION 3. The Mayor's execution of the Agreement on March 11, 2025 is hereby ratified.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after

December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 5. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and to secure the benefits of the NASPO program at once; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2025 21 was duly enacted on the 24th day of MARCH, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.



Fiscal Officer

Participating Addendum Number [NPS-OH-43]
for
Multi-Function Devices and Related Software, Services and Cloud Solutions
between
[Village of South Russell]
and
Canon U.S.A., Inc.

This Participating Addendum is entered into by [Village of South Russell] ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 187646, executed by Contractor and the State of Colorado ("Lead State") for Multi-Function Devices and Related Software, Services and Cloud Solutions ("Master Agreement"):

Canon U.S.A., Inc. ("Contractor")
 1 Canon Park
 Melville, NY, 11747

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Zhuoya (Wendy) Wang
 3200 Regent Boulevard, Irving, TX, 75063
zwang@cusa.canon.com
 469-616-9334

Participating Entity's contact for this Participating Addendum is:

[Contact Name Danielle Romanowski]
 [Contact Title Fiscal Officer]
 [Address 5205 Chillicothe Rd., South Russell]
 [Contact Email Address fiscalofficer@south]
 [Contact Phone Number 440-557-5533]

II. TERM. This Participating Addendum is effective as of the date of the last signature below or [3 4], whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used only by the Participating Entity. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity.

a. Products and Services. The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software

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MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Between [Village of South Russell] and
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- Group H – Consumable Supplies
- Group I – Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for all Devices

- b. **Contractor Partners.** All Authorized Dealers identified on Contractor's Dealer List, posted to the NASPO ValuePoint webpage, are authorized to provide Products and Services to the Participating Entity under this Participating Addendum in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

- VI. LEASE AGREEMENTS.** Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement and **Attachment 1** (Canon Lease Agreement). To initiate a lease or rental, Participating Entity may issue a Purchase Order ("PO") and reference the type of lease or rental (FMV Lease, Straight Lease, Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties, providing Contractor does not provide the Participating Entity with any documents (besides EULA's) that have not been approved by the Lead State.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the Participating Entity, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement #187646 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the Participating Entity.

All lease programs must remain with the Contractor's leasing partner, Authorized Dealers through an in-house leasing program, or through a third-party financial institution of Participating Entity's choice, throughout the term of the agreement.

End of Term Notification: Contractor must notify the Participating Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If the Participating Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Participating Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

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Between [Village of South Russell] and
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VIII. PRODUCT INSTALLATION & INVOICING. Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Participating Entity.

Contractor will provide timely billing and Participating Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Participating Entity shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Participating Entity will not be considered inaccurate.

The Participating Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

IX. NOT SPECIFICALLY PRICED ("NSP") OPEN MARKET ITEMS. Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:

- i) Interactive White boards;
- ii) Computers, monitors, or other related items;
- iii) Fax machines;
- iv) Overhead Projectors; and
- v) Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating Entity.

X. SHOWROOM EQUIPMENT. Upon request by the Participating Entity, showroom Equipment for Groups A and B, and C may be converted to a purchase or lease providing the following conditions are met:

- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
- b. The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
- c. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
- d. The Participating Entity and the Contractor must indicate on the Order that the Device is a showroom model.

XI. SOFTWARE. The Participating Entity that acquires software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates the Participating Entity's state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

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XII. MAINTENANCE SERVICE LEVEL AGREEMENTS. The Participating Entity is subject to the Contractor’s Standard Service Levels as outlined in the Master Agreement and **Attachment 2** (Canon Maintenance Agreement) and **Attachment 5** (Canon Digital Press Production and Large Format Equipment Master Services Agreement Terms and Conditions) if applicable.

XIII. MANAGED PRINT SERVICES (“MPS”) LEVEL AGREEMENT. All MPS engagements shall require the Contractor and the Participating Entity to complete a detailed statement of work, similar to the format provided in **Exhibit E** (Sample MPS Statement of Work) of the Master Agreement. Additionally, Participating Entity shall be expected to adhere to the requirements outlined in **Attachment 3** (Canon Sample MPS Agreement Terms and Conditions) and **Attachment 4** (Canon Sample MPS Customer Expectations Document) of the Master Agreement, prior to the initiation of any engagement. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to Participating Entity by another Manufacturer, unless the Participating Entity have a written agreement with the Manufacturer to do so.

XIV. Notwithstanding any provisions in the master agreement and this participating addendum, in no event shall contractor, its authorized dealers, or the participating entity and any customers, be liable for any special, incidental, consequential, or indirect damages of any kind, regardless of whether such party knew or should have known of the possibility of such damages.

XV. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, the Participating Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

XVI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Zhuoya (Wendy) Wang
1 Canon Park, Melville, NY, 11747
zwang@cusa.canon.com
631-330-2754

For Participating Entity:

[Contact Name Danielle Romanowski]
[Contact Title Fiscal Officer]
[Address 5205 Chillicothe Rd., South Russell]
[Contact Email Address fiscalofficer@south]
[Contact Phone Number 440-557-5533]

XVII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XVIII. NASPO ValuePoint Contacts. For questions on executing a participating addendum, please contact:

Primary Contact:

Joel Atkinson
jatkinson@naspo.org
850-848-1250

Secondary Contact:

Nick Hughes
nhughes@naspo.org

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SIGNATURE

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

Canon U.S.A., Inc.

Village of South Russell

CONTRACTOR

PARTICIPATING ENTITY

DocuSigned by:
Mason Olds
4B816C4FF5E14C3...

William G. Koons

Signature

Signature

Mason Olds

William G. Koons

Printed Name

Printed Name

EVP

Mayor

Title

Title

3/14/2025

3-11-25

Date

Date