

AI-33926

4.

DRAINAGE DISTRICT

Meeting Date: 09/04/2012

Submitted For: Drainage District

Submitted By: Lora Briones, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Public Hearing to discuss the Proposed 2012 tax rate increase.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2012 09:03 AM
Final Approval	Angela Garcia	08/31/2012 01:37 PM
Form Started By: Lora Briones		Started On: 08/28/2012 05:15 PM
	Final Approval Date: 08/31/2012	

AI-33910

5.

DRAINAGE DISTRICT

Meeting Date: 09/04/2012

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to purchase and upgrade Surveillance System through the Districts membership with HGAC Contract No. SE05-12.

B.) Requesting approval to enter into a lease agreement for (2) Sharp Copiers with Global Operations dba Dahill through the Districts membership with DIR (Department of Information Resources) Contract No. SDD-1767.

BACKGROUND

Attachments

SHARP COPIERS

SUPERIOR ALARMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:38 PM
Final Approval	Angela Garcia	08/31/2012 01:37 PM
Form Started By: Jaime Salazar		Started On: 08/28/2012 03:11 PM
	Final Approval Date: 08/31/2012	

EXCLUSIVE **DAHILL** PROPOSAL

FOR

County of Hidalgo Drainage
District #1
DIR CONTRACT
SDD-1767

August 22, 2012

PREPARED BY:

Baldomero Gonzalez
Account Manager
956-283-8800

XEROX & SHARP BUSINESS PRODUCTS

County of Hidalgo Drainage District #1

August 22, 2012

Sharp MX-M354N	35cpm, copy, network printer, color scan & USB
MX-DS17	high stand
MX-FN23	inn finisher
MX-PK11	post script 3 expansion kit
MX-FX11	super G3 fax kit
Sharp MX-M3110N	31cpm, B.W & color copy, network printer, color scan & USB
MX-DE13	stand/ 2x500 paper deck
MX-FN17	inn finisher
MX-PN11B	3 hole punch
MX-PK11	post script 3 expansion kit
MX-FR30	data security kit

Lease Plan	
36 Month.....	\$372.33
48 Month.....	295.83

Maintenance Plan	
- <i>monthly</i>	\$ 77.00
Quarterly.....	231.00

includes 42,000 B/W copies per year with overages @0.009 and 10,000 Color copies per year with overages @ 0.055

Includes parts, service, toner & staples



August 22, 2012



A Xerox Company

Delivery & Acceptance Certificate

Lessee/Renter/Customer: <i>County of Hidalgo</i>		Title of Contract: Master Lease Agreement (the "Contract") (signed by Customer on <i>12-05-2011</i>)	
Lessor: Dahill		Master Lease #: <i>DIR-500-1767</i>	Schedule #:
Vendor/Supplier of the Goods:			

The above Customer hereby unconditionally represents and certifies to Dahill, and agrees, that

- The following equipment, other personal property and software, if any, leased or otherwise provided to Customer or otherwise constituting collateral relating to the above Contract and Schedule (the "Goods"), has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer:

Quantity	Make or other description	Model name (if any)	Serial # (if any)
1	Sharp	MX-M354N	
1	Sharp	MX-FN23	
1	Sharp	MX-FX11	
1	Sharp	MX-3110N	
1	Sharp	MX-FN17	
1	Sharp	MX-FR304	
2	Sharp	MX-PK11	

Attach additional page if necessary

- There are no side agreements between Customer and any third party relating to the subject matter of the Contract or this individual Schedule, and no cancellation rights have been granted to Customer by Dahill or any third party. There is no "free demonstration" or "test" period for the Goods. Customer has reviewed and understands all of the terms of the Contract and the Schedule, and Customer agrees that neither the Contract nor the Schedule can be revoked or cancelled or terminated early for any reason other than the ones included in the Master Lease Agreement.
- Customer hereby directs Dahill to pay the vendor/supplier of the Goods. Customer agrees that (i) Dahill may insert the Master Lease and/or Schedule number(s) above and the Delivery Date below if any such numbers are missing following the Customer's signature below and (ii) a facsimile of this document containing a facsimile of the Customer's signature shall be considered as valid and binding as the original for all purposes.

Instruction to Customer: Do not sign this Certificate until all of the Goods relating to the Schedule have been delivered, installed, inspected and tested to your satisfaction.

Lessee authorized signature: X _____	Print name: _____	Delivery date of the Goods: _____
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Appendix D to DIR Contract No. DIR-SDD-1767 - Maintenance Agreement
DIR Maintenance Agreement - The DIR

Austin 512-836-2100
 Corpus Christi 361-289-0900
 Harlingen 956-425-3010
 Laredo 956-724-8188

Bryan 979-774-2200
 El Paso 915-595-2250
 Houston 713-329-9909
 San Antonio 210-805-8200

Terms and Conditions as set forth in DIR Contract Number DIR-SDD-1767 take precedence over any terms and conditions in this document. This document can only be used on orders through the DIR contract listed above. *Shaded areas for in-house use only*

Order Date: 8-23-12	Effective Date	Customer No.	Lease No.	PO No.
Service Location:		Bill To:		
Name: County of Hidalgo Drainage Dist #1		Name:		
Address: 902 N. Doolittle		Address:		
City/State/Zip/County Edinburg, TX 78541		City/State/Zip/County		
Contact: Jaime Salazar	Phone: 956-292-7080	Contact:	Phone:	
Hours of Operation: 8-5 M-F	Fax: 956-292-7089	Email address: jaime.salazar@hceddl.org		
Model	Serial No.	Equip ID	Start Meter	
Sharp MX-M354N				
Sharp MX-3110N				
*Additional Equipment List on Table A				
SPECIAL INSTRUCTIONS: M/A is good term of lease 48 months. Include staple and handling charge				
MAINTENANCE PRICING: Includes parts, toner, labor and travel, unless stated otherwise				
MAINTENANCE MONTHLY BASE:				
<input type="checkbox"/> Included in Lease Agreement		<input checked="" type="checkbox"/> Billable Monthly \$ 77.00		
MFP:		COLOR QUBE:		
Included # of Impressions:	Overage Rate:	Included # of Impressions:	Overage Rate:	
Black 42,000 per year	\$0.009	Meter 1 _____	\$ _____	
Color 10,000 per year	\$0.055	Meter 2 _____	\$ _____	
		Meter 3 _____	\$ _____	
Electrical Requirements:				
<input type="checkbox"/> Sole Use Circuit		<input type="checkbox"/> Dedicated Line		<input type="checkbox"/> Special:
ALL OVERAGES BILLED QUARTERLY				
<input type="checkbox"/> Automated Meter Collection		<input type="checkbox"/> Manual Meter Collection		
APPROVALS: By signing below, you accept all terms and conditions of the DIR contract listed above and on reverse of agreement.				
Customer Signature: _____		Account Manager: Balhaus J. B.	Date: 8-23-12	
Title: _____	Date: _____	Credit Approval Signature: _____	Date: _____	
Dahill Acceptance: _____		Title: _____	Date: _____	

MAINTENANCE AGREEMENT - TERMS AND CONDITIONS

- Dahill ensures that the equipment it sells will perform to manufacturer's specifications when operated within the following guidelines:

- a. Machines must be used in a climate controlled environment, free from excessive dust and ammonia fumes;
- b. Machines must be set up and operated according to manufactures specifications;
- c. Machines should be operated and serviced within the specified volume limitations;
- d. Machines must be operated on an isolated electrical line unless otherwise noted.

Machines operated outside the above listed conditions will not be covered within the terms of this contract and will be subject to additional service fees on a per call basis. Repairs due to abuse, misuse, accidents and/or natural disasters are not covered. In the case of a lease machine natural disasters are covered.

Term:

- a. **Leased Equipment:** Maintenance Agreement shall run concurrent with term of lease unless otherwise stated on contract.
 - b. **No Lease:** Contract will commence at date of equipment delivery and remain in effect for a term of 12 months.
 - c. **Standard Term:** All contracts are for a term of 12 months unless specifically noted above.
 - d. **Cancellation:** Cancellations/Terminations will be handled in accordance with Appendix A, Section 10B of DIR Contract Number DIR-SDD-1767.
 - e. **Transfer:** Agreements are non-transferable without prior approval of Dahill.
 - f. **Contract Renewal:** Renewals will be handled by 30 day notification prior to expiration date , **Annual Rate Increase:** All agreements are subject to an annual increase after initial 12 month period if approved by DIR as listed in Appendix C of DIR Contract Number DIR-SDD-1767.
2. **Breach or Default.** If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) DAHILL may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. "Per Call" basis at published rates..
 3. **Service Hours:** Dahill Service Technicians are available Monday-Friday, 8:00 am – 5:00pm, except for scheduled Dahill Holidays. In the event service is requested outside standard hours, It will be provided with 48 hours notice, with additional charges as listed: (1) At one and one-half the prevailing hourly rate; (2) At twice the prevailing hourly rate if service is requested after 5:00pm on Sundays or any time on a scheduled holiday.
 4. **Confidentiality.** DAHILL recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. DAHILL agrees to treat Customer's Information on a confidential basis. DAHILL further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorize Customer representatives or (2) to employees of DAHILL who have to perform the services contemplated hereunder. DAHILL agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.
 5. **Indemnification.** Indemnification will be handled in accordance with Appendix A, Section 9A of DIR Contract Number DIR-SDD-1767.
 6. **Connected Copier/Printer:** Connected equipment will be covered up to the computer/network connection. Service calls produced by computer/network problems may be billed at current published rate.
 7. **Meter Collection:** Dahill will make available to customer, at no additional cost, an automated meter collection system for all connected equipment. Non-connected equipment meters can be entered through the Dahill website at no charge. Should customer choose to not utilize these options, meters will be collected manually each quarter at a bill rate of \$15.00 per contract. Is this rate included in your price list? If not, it can't be charged. Dahill reserves the right to estimate a meter if needed.
 8. **Assignability.** Assignment will be handled in accordance with Appendix A, Section 4D of DIR Contract Number DIR-SDD-1767.
 9. **Relocation.** Buyer agrees not to relocate covered equipment outside of the Dahill service area. Should relocation be necessary, Dahill will locate a dealer to service the equipment in the new location. Should a new dealer not be obtained, the agreement will be cancelled and Buyer will be responsible for payment of remaining balance of agreement.
 10. **Parts and Supplies.** Supplies include: toner, PM kits, developer. Staples and paper are not included as covered supplies. All parts and drums are included, unless abuse or misuse cause need for replacement
Reconditioning: Agreement does not cover the following: (1) In house reconditioning or overhaul requiring major disassembly; (2) The replacement of trays, doors and covers necessitated by misuse; (3) Repairs necessitated by the use of parts and supplies not consistent with the models listed on reverse.
 11. **No Warranty:** Other than the obligations set forth herein, Dahill disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use of fitness for a particular purpose. Dahill shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment and customer hereby waives any claims thereby.

Complete Agreement: Buyer specifically agrees that the terms and conditions set forth in DIR Contract No. DIR-SDD-1767 and this agreement supersedes any prior verbal or written agreements with Dahill. Dahill reserves the right to modify terms and conditions set forth in this agreement with DIR approval.

Customer Initials _____

TERMS AND CONDITIONS

Buyer hereby agrees to the following terms and conditions:

This order shall become binding once approved and accepted by Seller at its home office. This order may not be cancelled or altered after acceptance without Seller's consent.

Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including without limitations . strikes, non-delivery or delays by shippers, carriers, or others. accidents, or government acts.

This is a binding agreement, and not a sale on approval or trial basis. Provisions of this agreement, once accepted by Seller, constitute the entire agreement between purchaser and Seller and supersede all other written or oral communications between the parties. The Seller is specifically not bound by any oral or written representation made by its employees or salesmen to Buyer, which do not appear herein in writing.

All rights, title or interest to the equipment or supplies described herein shall remain the property of Dahill Industries (or its Leasing Agent) until paid in full.

Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this Agreement, you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the equipment, (l) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is changed in any way. You hereby irrevocably appoint us (or our agents) as your true and lawful attorney in fact to affix your signature to UCC financing statements prepared and filed on behalf by us (or our agent) and authorize us (or our agents) to file at any time and from time to time all appropriate or desirable financing statements, amendments and continuation statements with the same force and effect as is you had signed such financing statements. If we request, you agree to sign the financing statements in order for us to publicly record our security interest. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such in any jurisdiction in order to perfect such security interest. You hereby agree to furnish to us all information that is necessary or desirable to enable us to make such filings promptly upon request.

Statement of Work:

Dahill and the undersigned Customer agree that the products and services described below will be furnished on the terms and conditions set forth below and the reverse side hereof.

Scope of the Engagement

This Statement of Work defines all activities to be delivered by Dahill:

Dahill will remotely install print drivers on up to 5 desktop PCs or a Print Server for the device(s) purchased by the customer.

Setup of up to 5 PCs to scan via FTP or SMB, or setup of scan to email if an on-site Exchange server is available.

Services not performed by Dahill IT:

Making changes to your network environment, server operation, or email server.

Making changes to any server or desktop applications like firewalls or anti-virus software.

Making any changes not approved by your external or internal IT department.

Installation of any software that isn't included with the MFP or printer being installed.

Any further explanations are written in the Terms & Conditions stated on this document. Please include any other options or requests below before signing this document. Any changes made after the acceptance of this Statement of Work will result in additional fees.

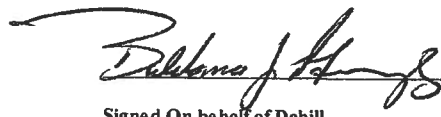
License:- Dahill grants to Customer a nonexclusive, transferable license to use each software deliverable hereunder on or with the equipment for which it was configured. Authorization to make modifications is granted but Dahill is not responsible for any Customer modifications or the compatibility of any equipment or other software with such modifications.

Limitation of Liability: UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL DAHILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS ARISING OUT OF OR RELATING TO THIS STATEMENT OF WORK OR THE USE OR INABILITY TO USE THE WORK, EVEN IF DAHILL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall Dahill's total liability to for all damages under this Statement of Work exceed the amount paid by Customer hereunder

_____ Date: _____

Signed On behalf of the Customer

 Date: 8-23-12

Signed On behalf of Dahill



600 Ash Avenue- P.O. Drawer 3097
 McAllen, TX 78501
 State Lic. B4881 - Fire Lic. ACR-86318-816
 Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

August 9, 2012



Hidalgo County Drainage District #1
 902 N. Doolittle Rd.
 Edinburg, TX. 78541
 (956) 292-7080

Re: **REVISED**CCTV System Install Proposal HGAC Pricing for the Hidalgo Co. Drainage District #1

Scope of work: Upgrade the existing DVR with the following equipment. The upgrade allows for remote viewing, programming and expanded storage space from 250g to 1 terabyte. Install the following equipment at the above location to accommodate two (2) additional cameras in the north side parking area, and upgrade 8 existing cameras (3 interior and 5 exterior) with the following equipment:

QTY	PART #	CATALOG	DESCRIPTION	LIST PRICE	HGAC 30% DISCOUNT
1	DWVMAX4801D161T	DIGITAL WATCHDOG	16 CHANNEL DVR; 1 TERA	\$ 2,811.83	\$ 1,968.28
2	DWCB1367WTIR650	DIGITAL WATCHDOG	6-50MM LENS IR BULLET	\$ 996.01	\$ 1,394.42
5	DWCB1363TIR	DIGITAL WATCHDOG	600 TVL; 100' IR BULLET	\$ 526.45	\$ 1,842.55
3	DWCD2363TIR	DIGITAL WATCHDOG	600 TVL; 100' IR DOME	\$ 436.50	\$ 916.65
2.66	INTEGRATION SERVICES	OTHER SERVICES	INTEGRATION & DESIGN	\$ 250.00	\$ 465.50
EQUIPMENT TOTAL:					\$ 6,587.40
LABOR (RATE @ \$75):					\$ 1,350.00
GRAND TOTAL:					\$ 7,937.40

HGAC CATALOG: SE05-12

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Accepted by: _____

Date _____

Respectfully,
 Sonia Alaniz
 Sales Representative

AI-33997

6.

DRAINAGE DISTRICT

Meeting Date: 09/04/2012

Submitted For: Lora Briones

Submitted By: Lora Briones, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval to amend the Resolution in conjunction with the Order calling for a Bond Election on November 6, 2012 by Hidalgo County Drainage District No. 1. (Original Resolution and Order were previously approved on August 14, 2012.)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 10:37 AM
Final Approval	Angela Garcia	08/31/2012 01:37 PM
Form Started By: Lora Briones		Started On: 08/31/2012 09:47 AM
	Final Approval Date: 08/31/2012	