

**Requisition
HIDALGO COUNTY JAIL**

Req # 00253915
PO #
Date: 03/19/14

Bill To: x
x

Vendor : 262455
DAHILL INDUSTRIES
P.O. BOX 314
SAN ANTONIO TX 78292-0314
FAX (956)425-3025

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No:
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #15/051DG-02 LEASE FOR DETENTION JAIL CLASSIFICATIONS HALL DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL CLASSIFICATIONS DEPT.*** XEROX W8955APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IPAX		
8.00	MONTH	XEROX W8955APT } 780	120.94	967.52
8.00	MONTH	OFFICE FINISHER }	19.22	153.76
8.00	MONTH	SERVICE PLAN 432	84.15	673.20
1.00	LCT	INCLUDES 24,000 B W COPIES PER MONTH @0.0045 Originals Account No	50.00	50.00
			Encumbrance	
		4 1100 423 21 280 002 0 601	50.00	
		4-1100-423-21-280-002-0-780	1,794.48	
		432	Freight	.00
			Total	1,844.48

Authorized By: _____



HIDALGO SHERIFF'S DEPARTMENT
Jail Division
Choice Partners
Contract # 13/051DG-02

Classifications

Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax

	<u>Cost</u>	<u>48 Month Lease</u>
Xerox W5855APT	\$5,079.41	\$120.94
Office Finisher	807.35	19.22

Service Plan \$84.15

Includes 24,000 B/W copies per month @ 0.0045/copy

**Requisition
HIDALGO COUNTY JAIL**

Req # 00253918

PO #
Date: 03/19/14

Bill To: x
x

Vendor: 262455
DAHILL INDUSTRIES
P.O. BOX 314
SAN ANTONIO TX 78292-0314
FAX (956)425-3025

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No:
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL INFIRMARY DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL INFIRMARY DEPT.*** XEROX W5855APT PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IFAX DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @ 0.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-423-21-290-002-0-601	50.00	
		4-1100-423-21-280-002-0-760	1,794.48	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



HIDALGO SHERIFF'S DEPARTMENT
Jail Division
Choice Partners
Contract # 13/051DG-02

Infirmary

Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax

	<u>Cost</u>	<u>48 Month Lease</u>
Xerox W5855APT	\$5,079.41	\$120.94
Office Finisher	807.35	19.22

Service Plan \$84.15

Includes 24,000 B/W copies per month @ 0.0045/copy

Capital Lease Versus Operating Lease Test 2014

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
										3a	3b	4a	4b	
5/6/2014	280	Jail-Infirmary	253918	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail P 1	253928	HCDE		XEROX WC3615DN	\$33.08	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Exec Office	253913	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$1,663.84	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX WS855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant Sq	253916	HCDE		XEROX WS855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX WS855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX WS875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease

**Requisition
HIDALGO COUNTY JAIL**

Req # 00253920

PO #

Date: 03/19/14

Bill To: x
x

Vendor: 262455
DAHILL INDUSTRIES
P.O. BOX 314
SAN ANTONIO TX 78292-0314
FAX (956)425-3025

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL KITCHEN DEPT. XEROX COMPANIES, DAHILL ***ADULT DETENTION/JAIL KITCHEN DEPT.*** XEROX W5855APT PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IFAX DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
8.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LIT	INCLUDES 24,000 B/W COPIES PER MONTH @ 0.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4 1100-423-21-280-002-0-601	50.00	
		4 1100-423-21-280-002-0-780	1,794.48	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



HIDALGO SHERIFF'S DEPARTMENT
Jail Division
Choice Partners
Contract # 13/051DG-02

Kitchen

Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax

	<u>Cost</u>	<u>48 Month Lease</u>
Xerox W5855APT	\$5,079.41	\$120.94
Office Finisher	807.35	19.22

Service Plan \$84.15

Includes 24,000 B/W copies per month @ 0.0045/copy

**Requisition
HIDALGO COUNTY JAIL**

Req # 00253922

PO #

Date: 03/19/14

Bill To: x
x

Vendor: 262455
DAHILL INDUSTRIES
P.O. BOX 314
SAN ANTONIO TX 78292-0314
FAX (956)425-3025

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL RECORDS HALL DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL RECORDS DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IPAX DO NOT DUPLICATE ORDER		
9.00	MONTH	XEROX W5855APT	120.94	967.52
9.00	MONTH	OFFICE FINISHER	19.22	153.76
8.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @ 0.0045/COPY	50.00	50.00
		Account No	<u>Encumbrance</u>	
		4-1100-423-21-280-002-0-601	50.00	
		4-1100-423-21-280-002-0-780	1,794.48	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



HIDALGO SHERIFF'S DEPARTMENT
Jail Division
Choice Partners
Contract # 13/051DG-02

Records

Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax

	<u>Cost</u>	<u>48 Month Lease</u>
Xerox W5855APT	\$5,079.41	\$120.94
Office Finisher	807.35	19.22

Service Plan \$84.15

Includes 24,000 B/W copies per month @ 0.0045/copy

Capital Lease Versus Operating Lease Test 2014

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1														
2														
3a														
3b														
4a														
4b														
5/6/2014	280	Jail Infirmay	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail P.I.	253928	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Exec. Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease

**Requisition
HIDALGO COUNTY JAIL**

Req # 00253923

**PO #
Date: 03/19/14**

**Bill To: x
x**

Vendor : 262455
DAHILL INDUSTRIES
P O. BOX 314
SAN ANTONIO TX 78292-0314
FAX :956)425-3025

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL, RELEASING HALL DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL, RELEASING HALL DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IFAX		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	XEROX W5855APT	120.94	967.52
9.00	MONTH	OFFICE FINISHER	19.22	153.76
9.00	MONTH	SERVICE PLAN	84.15	673.20
1.00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @9.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4 1100-423-21-280-002-0-601	50.00	
		4 1100-423-21-280-002-0-780	1,794.48	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1 866 427 7233		

Authorized By: _____



HIDALGO SHERIFF'S DEPARTMENT
Jail Division
Choice Partners
Contract # 13/051DG-02

Releasing Hall

Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax

	<u>Cost</u>	<u>48 Month Lease</u>
Xerox W5855APT	\$5,079.41	\$120.94
Office Finisher	807.35	19.22

Service Plan \$84.15

Includes 24,000 B/W copies per month @ 0.0045/copy

March 19, 2014



Capital Lease Versus Operating Lease Test 2014

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Year at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
5/6/2014	280	Jail-Infirmary	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.I.	253928	HCDE		XEROX W5855APT	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Exec Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq	253916	HCDE		XEROX W5855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease

**Requisition
HIDALGO COUNTY JAIL**

Req # 00253925

PO #

Date: 03/19/14

Bill To: x
x

Vendor : 262455
DAHILL INDUSTRIES
P.O. BOX 314
SAN ANTONIO TX 78292-0314
FAX (956)425-3025

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CROITE PARTNERS CONTRACT #13/051DG-05 LEASE FOR DETENTION JAIL ADMINISTRATION DEPT. XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL ADMINISTRATION DEPT.*** XEROX W5855APT-PRINT COPIER, SINGLE PASS DOC HANDLER 4 PAPER TRAY, COLOR SCANNING, PCL, PS, EIP, FULL NETWORK SCANNING, NETWORK ACCOUNTING, DATA SECURITY KIT, SERVER FAX, AND IPAX		
		DO NOT DUPLICATE ORDER		
6 00	MONTH	XEROX W5855APT	120.94	967.52
6 00	MONTH	OFFICE FINISHER	19.22	153.76
6 00	MONTH	SERVICE PLAN	84.15	673.20
1 00	LOT	INCLUDES 24,000 B/W COPIES PER MONTH @ 0.0045/COPY	50.00	50.00
		Account No	Encumbrance	
		4-1100-423-21-260-002-0-501	50.00	
		4-1100-423-21-260-002-0-780	1,794.48	
			Freight	.00
			Total	1,844.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



HIDALGO SHERIFF'S DEPARTMENT
Jail Division
Choice Partners
Contract # 13/051DG-02

Administration

Xerox W5855APT—print/copier, single pass doc handler, 4 paper tray, color scanning, PCL, PS, EIP, full network scanning, network accounting, data security kit, server fax, and IFax

	<u>Cost</u>	<u>48 Month Lease</u>
Xerox W5855APT	\$5,079.41	\$120.94
Office Finisher	807.35	19.22

Service Plan\$108.00

Includes 24,000 B/W copies per month @ 0.0045/copy



Capital Lease Versus Operating Lease Test 2014

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
								1	2	3a	3b	4a	4b	
5/6/2014	280	Jail-Infirmery	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Jail-P.I.	253928	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Exec. Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$1,048.53	Capital Lease
5/6/2014	280	Sheriff's-Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease
5/6/2014	280	Sheriff's-Patrol Sq	253916	HCDE		XEROX W5855APT	\$184.98	N	N	48	60	\$8,879.04	\$5,860.79	Capital Lease
5/6/2014	280	Sheriff's-CID	253921	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
5/6/2014	280	Sheriff's-Academy	253929	HCDE		XEROX W5875APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease
								N	N		60	\$0.00		

**Requisition
HIDALGO COUNTY JAIL**

Req # 00253928

PO #
Date: 03/19/14

Bill To: x
x

Vendor : 262455
DAHILL INDUSTRIES
P.O. BOX 314
SAN ANTONIO TX 78292-0314
FAX 1956-425-3025

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CHOICE PARTNER CONTRACT #13/051DG-02 LEASE FOR DETENTION JAIL P.I. DEPT XEROX COMPANIES: DAHILL ***ADULT DETENTION/JAIL P.I. DEPT *** XEROX WC361SDN 256MB MEMORY, 60 SHEET DADF, 500 PAPER TRAY, PRINT, COPY, EMBEDDED FAX, PC FAX & COLOR SCANNING WITH SCAN TO EMAIL/USB/FEP/SMB DO NOT DUPLICATE ORDER		
4.00	MONTH	XERIX WC361SDN	24.93	199.44
8.00	MONTH	500 PAPER TRAY	4.90	39.20
8.00	MONTH	STAND	5.25	42.00
4.00	MONTH	SERVICE PLAN	17.30	138.40
1.00	LOT	INCLUDES 1,710 B/W COPIES PER MONTH @ 0.01/COPY	25.00	25.00
		Account No	Encumbrance	
		4-1100-423-21-280-002 0 601	25.00	
		4-1100-423-21-250-002-0 780	419.04	
			Freight	.00
			Total	444.04
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



HIDALGO SHERIFF'S DEPARTMENT
Jail Division
Choice Partners
Contract # 13/051DG-02

P.I.

Xerox WC3615DN—256MB memory, 60 sheet DADF, 500 paper tray, print, copy, embedded fax, PC fax & color scanning with scan to email/USB/FTP/SMB

	<u>Cost</u>	<u>48 Month Lease</u>
Xerox WC3615DN	\$1,048.53	\$24.97
500 Paper Tray	205.88	4.90
Stand	220.59	5.25

Service Plan \$17.30

Includes 1,730 B/W copies per month @ 0.01/copy

March 19, 2014



Capital Lease Versus Operating Lease Test 2014

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	1		2		3a		3b		4a		4b	
								Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)					
5/6/2014	280	Jail Infirmary	253918	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease					
5/6/2014	280	Jail Kitchen	253920	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease					
5/6/2014	280	Jail Records	253922	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease					
5/6/2014	280	Jail Releasing Hall	253923	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease					
5/6/2014	280	Jail Administration	253925	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease					
5/6/2014	280	Jail P.I.	253928	HCDE		XEROX WC36150N	\$35.08	N	N	48	60	\$1,683.84	\$1,048.53	Capital Lease					
5/6/2014	280	Sheriff's Exec Office	253913	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease					
5/6/2014	280	Sheriff's Budget	253924	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease					
5/6/2014	280	Sheriff's Civil/Warrant	253926	HCDE		XEROX W5855APT	\$140.16	N	N	48	60	\$6,727.68	\$5,079.41	Capital Lease					
5/6/2014	280	Sheriff's Patrol Sq.	253916	HCDE		XEROX W5855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease					
5/6/2014	280	Sheriff's CID	253921	HCDE		XEROX W5855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease					
5/6/2014	280	Sheriff's Academy	253929	HCDE		XEROX W5855APT	\$184.98	N	N	48	60	\$8,879.04	\$6,860.29	Capital Lease					

COST PER COPY AGREEMENT
Fixed Purchase Option
(State and Local Governmental Transactions Only)



Dealer: **Dahill** Lease Agreement Number: **0023665**

CUSTOMER INFORMATION			
Full Legal Name Hidalgo County Of		City Edinburg	
Billing Address P O. Box 1228		State TX	Zip Code 78541
Phone 956-393-6023	Contact Name Virginia Rodriguez	Contact Email	Customer ID# (Optional)

EQUIPMENT	
Qty	Equipment Description
6	Xerox W5855APT
6	Office Finisher
1	Xerox WC3615
1	Stand

Equipment Location (Address) (Billing Address): **711 El Cibolo Rd. Edinburg, TX 78541**

TERM AND PAYMENT	PURCHASE OPTION	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Monthly Lease Payment 1398.28 plus applicable taxes	Fixed Purchase Option: \$1	B&W	1,460,000 per yr.	.0045		
		Color				
Term in months: 48		Everyday Color			N/A	N/A
					N/A	N/A

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer: **X** Date: Federal Tax ID# (Required):

Print Name: Title/Contact: **President/ Partner/ Proprietor, etc.**

LESSOR ACCEPTANCE

Accepted By: **Xerox Financial Services LLC** Name and Title: Date:

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above and "we," "us" and "our" means Xerox Financial Services LLC. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" above. "LCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §542a-1-101 et seq.). "Equipment" means the items identified in "Equipment" above and in any attached Equipment Schedule. "Lease" means this Cost Per Copy Agreement, including any attached Equipment Schedule. "Excess Charges" means the applicable excess copies and/or print charges. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges and any included images payable to Dealer, the Excess Charges (unless otherwise agreed by you, Dealer and us), and other charges you, Dealer and we agree will be invoiced by us on a monthly basis, plus taxes. "Inception Date" means (a) the date the Dealer determines Equipment installed by the Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by the Dealer as being installable by you is delivered to your premises.

2. Lease Payments and Late Payments. You agree and represent all Equipment was selected by you based upon your own judgment and has been or is being supplied by the Dealer. We have acquired or will acquire the same to lease to you under this Lease and you agree to lease the same from us. You agree to pay us each Lease Payment and all other amounts that become due and payable under this Lease. The first Lease Payment is due twenty (20) days after the invoice date on that invoice and each subsequent Lease Payment is due on the same date each month thereafter, whether or not we invoice you. Payment of other amounts payable under this Lease, which may include charges you, Dealer and we agree will be invoiced by us, is due twenty (20) days after the invoice date thereafter. If any payment is not paid in full by sixty (60) days after its due date, you will pay a late charge in accordance with the laws of the state of Texas, not to exceed the maximum amount permitted by law. For each dishonored or returned payment instrument, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any payment instrument will not reduce your obligations or affect our rights.

3. Equipment and Software. Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with the Dealer or a third party for such software, and (b) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOVERY FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.

5. Lease Term. The Initial Lease Term, which is indicated above or identified in any attached Equipment Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new lease for upgraded or replacement equipment that incorporates the remaining payments under this Lease and the new lease is subsequently terminated, we may reinstate this Lease.

6. Payment of Fixed Purchase Amount. At the end of the Initial Lease Term, provided that you are not in default hereunder and amounts due under this Lease have been paid in full, you have the option to purchase the Equipment for one dollar (\$1.00).

Copier Usage Agreement

(FOR TAXABLE \$1.00 STATE OR LOCAL GOVERNMENTAL TRANSACTIONS ONLY)

Agreement No.: 0023665

A THERMOCOPIER

CUSTOMER INFORMATION:		
Customer's Full Legal Name Hidalgo County Of		
Address P.O. Box 1228		
City/State/Zip Code Edinburg, TX 78541		
Telephone Number 956-393-6023	Federal Tax ID #	County Hidalgo

SUPPLIER INFORMATION:	
Supplier Name Dahill Office Technology Corporation	
Address 8200 IH-10 West	
City/State/Zip Code San Antonio, TX 78230	

EQUIPMENT INFORMATION: <input checked="" type="checkbox"/> See Attached Equipment Schedule		Equipment Location (if different than address shown above) 711 El Cibolo Rd	
Quantity	Equipment Make, Model & Serial Number (Required)	Quantity	Equipment Make, Model & Serial Number (Required)

TERM AND PAYMENT INFORMATION: Term <u>48</u> months		Minimum Payment Per Payment Period \$1,398.28
		Equipment Portion of each Minimum Payment \$876.08
		Check here <input checked="" type="checkbox"/> if Minimum Payment includes sales/use tax
Image Type	Images Included Per Payment Period	Excess Per Image Charge
Black & White	<u>14</u>	<u>0045</u>
Color	<u> </u>	<u> </u>
<input type="checkbox"/> See attached schedule for additional meters		Payment Period is 'Monthly' unless noted here <u> </u>
Advance Payment: \$ <u>0.00</u> applied to <input type="checkbox"/> 1st Minimum Payment <input type="checkbox"/> Last Minimum Payment <input type="checkbox"/> 1st and Last Minimum Payments		Excess image charges billed 'Quarterly' unless noted here: <u>yearly</u>
Security Deposit: \$ <u>0.00</u>		Documentation / Processing Fee \$75.00 P.J.H

In this agreement (as amended from time to time) the 'Agreement', 'You' and 'Your' mean the customer named above. 'We', 'Us' and 'Our' mean the owner DAHILL, INC. 'Supplier' means the equipment supplier named above. You acknowledge and agree that this Agreement represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Agreement can be changed only by written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Agreement and are not binding on Us.

1. LEASE OF EQUIPMENT. You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software) the 'Equipment' upon the terms stated herein. This Agreement will begin on a date designated by Us after We accept and sign this contract (referred to herein as the 'Commencement Date'). This Agreement will continue for the full term set forth above (the 'Term') and is non-cancelable for the full Term, subject to Section 14 below. Subject only to Section 14 below, You promise to pay to Us the Minimum Payments in accordance with the payment schedule set forth above, plus all other amounts stated herein, through the full Term. This Agreement is binding on You as of the date You sign it. After You sign, We may insert any information missing in the boxes herein and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment miscalculation.

2. CASH PRICE; TIME PRICE. You agree that prior to entering into this Agreement, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead, You hereby choose and agree to pay a higher amount (the 'Time Price') to Us in installments over the Term. The Time Price equals the Equipment Portion of each Minimum Payment shown above multiplied by the total number of Minimum Payments to be paid over the Term. You agree that the Time Price does not include interest. However, if the Time Price should be determined to include interest, then you agree that with respect to the Equipment: (i) the Equipment Portion of each Minimum Payment includes an amount of pre-computed interest; (ii) the total pre-computed interest scheduled to be paid over the Term is to be calculated by subtracting the amount we pay the Seller ('Our Investment') from the Time Price; (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our investment down to zero by applying the Equipment Portion of all Minimum Payments as payments (and this rate calculation method assumes that each periodic Minimum Payment is received by Us on the due date); and (iv) none of the fees or costs we may charge You pursuant to this Agreement (including but not limited to check dishonor fees, UCC filing fees, late fees, documentation or processing fees) shall be deemed to be interest.

3. EQUIPMENT SERVICE, SUPPLIES, YOUR UNCONDITIONAL OBLIGATIONS. The Supplier named above has agreed with You to provide Equipment service during normal business hours and to provide You with all toner, developer and parts necessary for You to produce images, all of which are included in the Minimum Payment amount. However, You agree that: (a) You must separately purchase all other supplies, including, without limitation, copier paper, at Your own cost; and (b) You must separately purchase Equipment service outside the Supplier's normal business hours and any service, parts or supplies required by Your misuse of the Equipment or failure to follow the manufacturer's suggested use instructions. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, 'Vendors') and the Vendors are NOT Our agents; (ii) No statement or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement; (iii) You, not We, selected the Equipment and the Vendor(s) based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional despite any Equipment failure or any Vendor's failure to provide You with any Equipment service, parts or supplies (including any service, parts or supplies that are included in the Minimum Payment) or any other adverse condition; (v) We are NOT a party to the Supplier's agreement to provide You with service, parts or supplies, such contract is NOT part of this Agreement (even though We will, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier); and no breach by the Supplier will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Agreement.

4. IMAGE CHARGES. Each Payment Period, You agree to pay Us by the due date set forth on Our invoice to You: (i) the Minimum Payment shown above; (ii) the applicable Excess Per Image Charges for each metered image in excess of the applicable number of Images Included; and (iii) applicable taxes and other charges provided for herein. You agree to pay such Minimum Payment each Payment Period even if You do not make the applicable number of Images Included. There are no 'credits' that carry over from any Payment Period during which You make fewer than the applicable number of Images Included. You agree that We may increase the Minimum Payment and/or the applicable Excess Per Image Charges once each year during the Term of the Agreement, by an amount not to exceed 10% per year. At Our option, You will: (a) provide Us by telephone or facsimile with the actual meter readings when We so request; (b) allow Us to attach an automatic meter reading device to the Equipment; or (c) allow Us access to the Equipment to obtain meter readings or audit the meter reading device. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then: (i) We may estimate the number of images made and invoice you accordingly; and (ii) We will adjust the estimated charge for excess images upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future (Governmental) Charge that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days after the end of the Agreement. If We do not receive a payment in full on or before its due date, You shall pay: (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ('Time Value Interest') from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00.

5. INDEMNIFICATION. To the extent permitted by applicable law, and provided You have legally available funds for such purposes, You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Agreement.

6. NO WARRANTIES; TITLE; SECURITY INTEREST. WE ARE PROVIDING THE EQUIPMENT TO YOU AS IS. WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment. Unless otherwise required by the laws of the State in which You are located, upon acceptance of the Equipment, title to the Equipment (excluding any software) shall vest in You, subject to Our rights under this Agreement, provided that title shall thereafter immediately and without any action by You vest in Us, and You shall immediately surrender possession of the Equipment to Us upon any termination of this Agreement other than a purchase by You at the end of the Term. To secure Your obligations hereunder to Us, You hereby: (i) grant to Us a first priority lien and security interest in the Equipment and all proceeds thereof and authorize Us to record (and amend, if appropriate) Uniform Commercial Code ('UCC') financing statements in order to perfect such security interest. Unless this Agreement has been terminated in accordance with Section 14, You shall purchase Our interest in the Equipment for one dollar (\$1.00) at the end of the Term, provided, however, We shall not be required to release Our interest in the Equipment until You have paid to Us all other amounts then due and owing hereunder.

7. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance to the extent the Supplier does not provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the 'Minimum Payment' and/or 'Excess'

per-image charges by a reasonable amount in order to account for any increased costs of the Supplier in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. If the Equipment includes any software (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. **LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. **ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. **TAXES AND OTHER FEES.** The parties hereto contemplate that the Equipment will be used for a governmental purpose and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of any Equipment is found to be subject to taxation in any form (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), You will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied with respect to the Equipment, as well as all levies, assessments, license and registration fees and other governmental charges relating to this Agreement and/or the Equipment (collectively, with such taxes, "Governmental Charges"). You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee in the amount set forth on Page 1 to cover Our investigation, documentation and other administrative costs in originating such transaction. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during the term of this Agreement. **You agree that the fees set forth in this Agreement may include a profit**

11. **DEFAULT.** You will be in default hereunder if You (1) fail to pay any amount due hereunder within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Minimum Payments and other amounts then due and past due, (ii) all remaining Minimum Payments for the remainder of the Term, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency, subject, however, to Section 14 below and to any other requirements of applicable law. Any delay or failure to enforce Our rights under this Agreement shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within any Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

12. **RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Agreement, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/restocking fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Minimum Payments and all other amounts due hereunder until the Equipment is received by Us.

13. **APPLICABLE LAW; SEVERABILITY.** This Agreement shall be governed by the laws of the State in which You are located. **You and We hereby waive Your and Our respective rights to a trial by jury in any legal action.** Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. **NON-APPROPRIATION OF FUNDS.** You hereby represent, warrant and covenant to Us that: (a) You intend, subject only to the provisions of this Section 14, to remit to Us all sums due and to become due under this Agreement for the full Term; (b) Your governing body has appropriated sufficient funds to pay all Minimum Payments and other amounts due during Your current fiscal period; (c) You reasonably believe that legally available funds in an amount sufficient to make all Minimum Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Minimum Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Your governing body. In the event Your governing body fails to appropriate sufficient funds to pay all Minimum Payments and other amounts due and to become due in Your next fiscal period, You may, subject to the terms hereof, terminate this Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). You agree to deliver notice of an Event of Non-appropriation at least 30 days prior to the end of Your then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Equipment pursuant to Section 12 on or before the effective date of termination. You and We understand and intend that Your obligation to pay Minimum Payments and other amounts due under this Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies.

15. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS.** In addition to the other representations, warranties and covenants made by You as set forth in this Agreement, You hereby represent, warrant and covenant unto Us that: (a) You have the power and authority under applicable law to enter into this Agreement and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Agreement by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Agreement, (c) all legal and other requirements have been met, and procedures have occurred, to render this Agreement enforceable against You in accordance with its terms, and You have complied with such public bidding requirements as may be applicable to this Agreement and the transactions contemplated hereby, (d) upon Our request, You will provide Us with a copy of Your current financial statements within 150 days after the end of each fiscal period, and (e) unless and until this Agreement is terminated in accordance with Section 14 above, You shall provide to Us, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Your ability to continue the Agreement, as We may request. You hereby acknowledge that each of the representations, warranties and covenants made by You in Sections 14 and 15 and elsewhere in this Agreement are being materially relied upon by Us in entering into this Agreement.

16. **INTERIM RENT.** As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Minimum Payment prorated on a 30-day calendar month and will be added to Your first invoice.

17. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed or copied signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

Lessee:	Accepted by DAHILL, INC.
By: <input checked="" type="checkbox"/> <u>Ramon Martin</u> Date: ___ / ___ / ___	By: _____
Print name: _____ Title: _____	Date: ___ / ___ / ___
Attest: <input checked="" type="checkbox"/> <u>Antonio Guajardo</u> Title: <u>County Clerk</u>	

Approved by Commissioners' Court
on 5/16/14 RW

Zimbra**evangelina.garcia@co.hidalgo.tx.us****RE: Dahill Agreement**

From : Steve Crain <scrain@atlashall.com> Fri, Apr 25, 2014 06:51 AM
Subject : RE: Dahill Agreement
To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

The revised contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 24, 2014 5:39 PM
To: Steve Crain
Cc: Martha L. Salazar
Subject: Fwd: Dahill Agreement

Mr. Crain:

As requested, here's the revised agreement by Dahill, section 14 for your review and approval as to form.

Thank you

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Thursday, April 24, 2014 11:45:43 AM
Subject: Re: Dahill Agreement

Ok, will advise the vendor...thank you Mr. Crain.

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Thursday, April 24, 2014 11:44:07 AM
Subject: RE: Dahill Agreement

The agreement needs a Commitment of Current Revenues clause.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 24, 2014 11:29 AM
To: Steve Crain
Cc: Darlene H. Betancourt; Martha L. Salazar
Subject: Dahill Agreement



A Xerox Company

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

Maintenance Agreement *Shaded areas for in-house use only*

Order Date	Effective Date	Customer No	Lease No	PO No.
Service Location		Bill To		
Name: Hidalgo Co. Sheriff's Dept (Jail Division)		Name: Hidalgo County		
Address: 711 E Cibola Rd.		Address:		
City/State/Zip/County: Edinburg, TX 78541 Hidalgo		City/State/Zip/County:		
Contact: Virginia	Phone: 956-393-6033	Contact:	Phone:	
Hours of Operation: S M-F	Fax: 956-393-6037	Email address: r.maria.rodriguez@hidalgo.net		
Model	Serial No.	Equip ID	Start Meter	
Xerox W5855APT				
Xerox W5855APT				
5855APT				
5855APT				
5855APT				
5855APT				
*Additional Equipment List on Table A				
SPECIAL INSTRUCTIONS: MVA stay same term of lease 4 month; staple are covered, No Handling Charges				
MAINTENANCE PRICING: Includes parts, toner, labor and travel, unless stated otherwise				
MAINTENANCE MONTHLY BASE:				
MFP:	<input checked="" type="checkbox"/> Included in Lease Agreement	<input type="checkbox"/> Billable Monthly \$		
Included # of Impressions:	Overage Rate:	COLOR QUBE:		
Black 1,400,000 per year	\$ 0.0045 each	Included # of Impressions:	Overage Rate:	
Color _____	\$ _____	Meter 1 _____	\$ _____	
		Meter 2 _____	\$ _____	
		Meter 3 _____	\$ _____	
Electrical Requirements:				
Sole Use Circuit	Dedicated Line	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 contract, listed above and on reverse of agreement.				
Customer Signature:	Account Manager:	Date:		Date:
		3-7-14		
Title:	Date:	Credit Approval Signature:	Date:	
Dahill Acceptance:		Title:	Date:	