

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

ORIGINAL

FILED
CG1457-06
AT 12:19 O'CLOCK P M
NOV 13 2017
ARTURO GUJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:
Company Name Hidalgo County Tax Office Cust# 1370
Physical Address 2802 South Bus Hwy 281 Billing Address PO Box 178
City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540
Phone/Fax 289-7472 / _____ Phone/Fax 289-7472 / 318-2130
EQUIPMENT COVERED
Model: Brother 2820 Fax Serial: U61325C7J43163
Options: _____ Serial: _____
Rate: \$ 125.00 per year.
Effective dates of agreement from 9/11/16 to 9/10/19

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Ramon Garcia SIGN HERE County Judge
Authorized Signature Title

Ramon Garcia
Print Name

Ana Escobar 9/01/16
Copy Graphics, Inc. Representative Date

APPROVED BY
COMMISSIONERS' COURT
ON: 11/13/16

LABOR PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of 3 years commencing on 9/11/16 and ending on 9/10/19 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Labor service plan includes on-site remedial maintenance, lubrication, cleaning and adjustments. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all parts and consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software, or network-related failures, programming, or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

Please return to
Purchasing Attn: Liza

Company's Name: COPY GRAPHICS

Department: TAX OFFICE

Type of **AGREEMENT:** ALARM MONITORING AGREEMENT

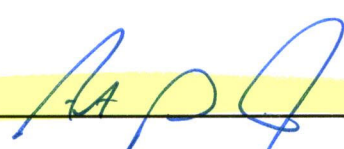
AI- 57060 Approved on C.C. on 11-01-16

ATTEST:

Hidalgo County Clerk

100 North Closner

Edinburg, Texas 78539



Arturo Guajardo Jr., County Clerk



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Copy Graphics, Inc.
McAllen, TX United States

Certificate Number:
2016-112223

Date Filed:
09/14/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Tax Office

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

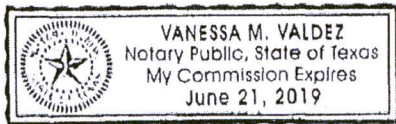
CGI1457-06 REQ:302590
Service contract for Brother 2820 Fax

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Ana Escobar
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ana Escobar, this the 24th day of October, 2016, to certify which, witness my hand and seal of office

Vanessa M Valdez Vanessa M Valdez Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Copy Graphics, Inc.
McAllen, TX United States

Certificate Number:
2016-112223

Date Filed:
09/14/2016

Date Acknowledged:
10/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Tax Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
CGI1457-06
Service contract for Brother 2820 Fax

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Zimbra

liza.lopez@co.hidalgo.tx.us

Re: New agenda with same agreement AI-57060

From : Robert Vina
<robert.vina@da.co.hidalgo.tx.us>

Wed, Oct 26, 2016 03:53 PM

Subject : Re: New agenda with same agreement AI-57060

To : Liza Lopez <liza.lopez@co.hidalgo.tx.us>

Cc : martha salazar
<martha.salazar@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Good Afternoon Liza,
We reviewed the service agreement with Copy Graphics in regards to fax machine maintenance and approve it as to form. As discussed, I understand you are currently preparing an agenda item and will revise the effective date on the Requisition page. Please let us know if you have any questions.
Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 EXT 8187

(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

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AI-57060

Purchasing Department 8. J.

CC CONSENT

Meeting Date: 11/01/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to enter into a 3 year renewal of Existing fax service agreement with Copy Graphics for (1) Brother 2820. Effective dates 9-11-16 thru 9-10-19.

BACKGROUND

Previously approved on 10-1-13 agenda 40710

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1100-415-15-140-001-0-430

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 10/28/16.

Attachments

R-302590

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	10/27/2016 09:39 AM
Budget & Management	Veronica Ortiz	10/27/2016 10:02 AM
Final Approval	Monica Salinas	10/28/2016 02:38 PM
Form Started By: Lisa Vela		Started On: 10/26/2016 01:28 PM
Final Approval Date: 10/28/2016		

Requisition

Req # 00302590

PO #

Date: 07/20/16

Bill To: x
x

Vendor: 78174
COPY GRAPHICS, INC
221 NORTH 10TH STREET
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MARY JACKSON
956-289-7472

*Att: 57060
date 11-01-16*

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	AGENDA 57060 ON 11-01-16 DO NOT DUPLICATE ORDER OM 36 MONTH SERVICE MAINTENANCE AGREEMENT FOR EXISTING FAX MACHINE SERIAL: U61325C7J43163 MODEL: BROTHER 2820 FAX EFFECTIVE DATES: 9/11/2016 THRU 9/10/2019 LOCATION OF MACHINE: 2804 S BUS HYW 281 EDNBURG, TX 78539 Account No _____ 6-1100-415-15-140-001-0-430 TAX OFFICE 2804 S BUS HWY 281 EDINBURG, TX 78539	125.00	125.00
			<u>Encumbrance</u>	
			125.00	
			Freight	.00
			Total	125.00

Authorized By: _____