

TRANSMITTAL FORM

Today's Date:	02/11/2021	Department:	280 - Sheriff's Office	<input type="button" value="v"/>
Contract No.:	C-20-678-02-02	Effective Date:	02/02/21	
Description of Project:	Xerox Copier Lease For Sheriff's Office			
Awarded Vendor:	Dahill Office Technology Corporation DBA Zerox Buisness Solutions Southwest			
CC Approval on	02/02/21	AI-	78826	

Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: David Cantu
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Jaime Rivas ext. 4875

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

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

FILED AT 11:35 O'CLOCK FEB 23 2021
A- xerox
ARTHURO GILMARTO JR., CLERK
CLERK OF DISTRICT COURTS

Dealer Xerox Business Solutions Southwest		Lease Agreement Number	
CUSTOMER INFORMATION			
Full Legal Name Hidalgo County Sheriffs Office		DBA	
Billing Address 711 El Cibolo Rd.		City Edinburg	State TX
Phone (956) 393-60254		Contact Name Myra Montoya	ZIP Code 78541
Contact Email myra.montoya@hidalgo.gov		Customer PO# (Optional)	
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 2/19/21	Federal Tax ID # (Required) 74-6000717	
Print Name Richard F. Cortez	Title (Indicate President, Partner, Proprietor, etc.) County Judge		
LESSOR ACCEPTANCE			
Accepted By: Xerox Financial Services LLC		Name and Title	Date
TERMS & CONDITIONS			

- 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" on any Lease Schedule related to this Lease or on any XFS-approved form of purchase order in lieu thereof (collectively, "Schedule"). "UCC" 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" in any Schedule, together with all attachments, replacements, parts, substitutions, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto and licenses and intellectual property used therewith. "Lease" means this Master Cost Per Copy Agreement. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified in one or more Schedules, which includes the fixed component of maintenance charges and any included Images payable to Dealer, the Excess Charges (as applicable), 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.
- Lease, Payments and Late Payments.** We shall acquire and lease to you, and you shall lease from us pursuant to this Lease and any Schedule(s) now or from time to time submitted by you and accepted by us hereunder, Equipment described in each Schedule. Upon the execution of a Schedule, the terms and conditions contained herein, including any and all additional or specific terms and conditions, shall apply to that Schedule and shall be incorporated into and have the same force and effect as to that Schedule as though expressly set forth therein. The Lease, the Schedules, all riders and all other documents entered into in connection with the Lease shall be collectively referred to as the "Lease Documents." The Equipment shall be leased for the lease term set forth in each applicable Schedule, subject to the provisions hereof. We may refuse to pay for the Equipment, whether or not the Equipment has been delivered to you, if (i) there shall be, in our reasonable judgment, a material adverse change in the financial condition or credit standing since the date of our approval of the transaction, of: (a) you, (b) any guarantor of your obligations under this Lease (a "Guarantor"), or (c) any other party we deem material to the transaction, in our sole and reasonable discretion, or (ii) you fail to execute or cause to be executed, or fail to release or cause to be released, or fail to deliver or cause to be delivered, any documents, instruments or agreements, including but not limited to releases, subordinations, UCC financing statements/searches, good standing certificates, evidence of authority, and landlord's/mortgagee's waivers, as we may reasonably require. 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. You agree to pay us each Lease Payment and all other amounts that become due and payable under each applicable Schedule. 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 thereof. 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.
- 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.
- Non-Cancellable Lease.** NEITHER THIS LEASE NOR ANY RELATED SCHEDULE CAN 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 RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.
- Lease Term.** The Initial Lease Term, which is indicated in any related Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new Schedule for upgraded or replacement equipment that incorporates the remaining payments under the original Schedule, and the new Schedule is subsequently terminated, we may reinstate the original Schedule.
- Payment of Fixed Purchase Amount.** At the end of any Initial Lease Term set forth in a Schedule, provided that you are not in default thereunder, and amounts due thereunder have been paid in full, you have the option to purchase the Equipment under such Schedule for the amount shown in such Schedule.
- Equipment Delivery and Maintenance.** Equipment (including software) will be delivered to you by the Dealer at the location specified above or in a Schedule. Equipment (including software) may not be moved to another location without first obtaining our written consent. You shall permit us to inspect Equipment and any maintenance records relating thereto during your normal business hours. Dealer has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images and or prints. You must purchase copier paper separately. YOU ACKNOWLEDGE THAT YOU ARE NOT RESPONSIBLE FOR ANY SUCH SERVICE, REPAIR OR MAINTENANCE OF THE EQUIPMENT, THAT WE ARE NOT A PARTY TO ANY SERVICE MAINTENANCE AGREEMENT THAT YOU MAY HAVE ENTERED INTO WITH THE DEALER, AND THAT PAYMENTS HEREUNDER MUST CONTINUE UNABATED, AS PER SECTION 4 HEREOF, REGARDLESS OF DEALER'S PERFORMANCE. You agree to pay for service maintenance outside of Dealer's normal business hours for service required as a result of your negligence or misuse of the Equipment at Dealer's customary rates. You understand we are only acting as administrator for the Dealer with respect to the billing and collecting of the maintenance charges, including Images if applicable, and Excess Charges included in the Lease Payments. In no event will we be liable to you for any breach by the Dealer of any of its obligations to you.
- Equipment Ownership, Labeling and UCC Filing.** Title to, and ownership of, the Equipment passes to you upon delivery thereof and you grant us a first priority security interest in the Equipment (including software) and all proceeds thereof in order to secure your performance of this Lease. You agree to keep the Equipment (including software) free from any liens or encumbrances and to notify us if there is a change in the jurisdiction of your organization. We may label the Equipment to identify our interest in it. You authorize us to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment.
- Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLET OR PART WITH POSSESSION OF THE EQUIPMENT (INCLUDING SOFTWARE), THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ANY SCHEDULE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. If we agree to an Assignment, you agree to pay the applicable assignment fee and reimburse us for any costs we incur in connection with that Assignment. We may sell, assign or transfer all or any part of the Equipment, this Lease, any Schedule(s) and/or any of our related rights or obligations thereunder. For the express and limited purpose of pledging, assigning, hypothecating, mortgaging, transferring, securitizing, granting participation(s) in, or otherwise disposing of this Lease or any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Lease, shall constitute a separate Lease for such purposes. Our assignee will have the same rights (but none of the obligations) that we have to the extent assigned and you agree not to assert against such assignee any claims, defenses, counterclaims, recoupments, or set-offs that you may have against us. You agree and acknowledge that any Assignment by us will not materially change your obligations under this Lease.

APPROVED BY COMMISSIONERS' COURT
IN: *2/19/21*

10. Taxes. You will be responsible for, indemnify and hold us harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on the Equipment (including software), this Lease, any Schedule, or the amounts payable under this Lease or any Schedule (collectively, "Taxes"), which will be included in our invoice to you unless you timely provide proof of your tax exempt status. If Equipment (including software) is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize us to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. In all taxing jurisdictions except CT, CO and OR, you shall file and pay all personal property taxes on the Equipment. In any taxing jurisdiction located within CT, CO or OR, we shall file, bill and collect from your account all personal property taxes on the Equipment.

11. Liability. SINCE WE ARE MERELY FINANCING THE EQUIPMENT AT YOUR REQUEST AND HAVE NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, CONFIGURATION, SALE, DELIVERY, INSTALLATION, MAINTENANCE OR USE, WE ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT (INCLUDING SOFTWARE) OR ITS USE, WHETHER ARISING FROM TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. You agree to reimburse us for, and to defend, indemnify and hold us harmless on an after-tax basis against, any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease or the Equipment (including software) or its use, including reasonable attorneys' fees and disbursements. This does not affect any liability from the Dealer or manufacturer of the Equipment and software.

12. Equipment Warranty Information and Disclaimers. WITH RESPECT TO EQUIPMENT (INCLUDING SOFTWARE), WE DISCLAIM, AND YOU WAIVE, SOLELY AGAINST US, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND WE MAKE NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ITS SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. We hereby assign to you any warranty rights we have against any Dealer or manufacturer with respect to the Equipment and, if the Equipment is returned to us, such rights are deemed reassigned by you to us.

13. Default and Remedies. You will be in default under this Lease if (1) we do not receive any payment within ten (10) days after the date it is due, or (2) you breach any other obligation in this Lease or any other agreement with us. If you default, we may, in addition to other remedies (including having the Dealer cease performing Equipment maintenance), require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate that will be in accordance to the laws of the State of Texas covering state agencies and the applicable codes covering political subdivisions; (b) the Lease Payments remaining in the Initial Lease Term (less the fixed maintenance component thereof as reflected on our books and records), discounted at four percent (4%) per annum, and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the fair market value thereof as of the end of the Initial Lease Term, as determined by us, discounted at four percent (4%) per annum. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to us and our assignees, as their interest may appear, and shall be with companies reasonably acceptable to us. In addition, we and our assignees shall be named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for thirty (30) days prior notice to us of cancellation.

You must provide us with satisfactory written evidence of Required Insurance within thirty (30) days of the commencement of any Schedule or any subsequent written request by us. If you do not do so, then in lieu of other remedies for default, we in our discretion and at our sole option may (but are not required to) obtain insurance from an insurer of our choosing, which may be an affiliate of ours, in such forms and amounts as we deem reasonable to protect our interests (collectively "Equipment Insurance"). Equipment Insurance will cover the Equipment and us; it will not name you as an insured and may not cover all of your interest in the Equipment and will be subject to cancellation at any time. You agree to pay us periodic charges for Equipment Insurance (collectively "Insurance Charges") that include: an insurance premium that may be higher than if you maintained the Required Insurance separately; a finance charge of up to 1.5% per month on any advances made by us or our agents; and commissions, billing and processing fees; any or all of which may generate a profit to us or our agents. We may add Insurance Charges to the monthly rental charge as additional rent. We shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint us as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) pay us (i) the Lease Payments remaining in the Initial Lease Term and the Equipment's then determined fair market value as of the end of the Initial Lease Term, both discounted at four percent (4%) per annum, and (ii) Taxes. No loss or damage to Equipment (including software), or our receipt of insurance proceeds, shall relieve you of any of your remaining obligations under this Lease or any Schedule. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x) or (y) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim.

You agree (i) to arbitrate any dispute with us, our agents or assigns regarding the Equipment Insurance and/or Insurance Charges under the rules of the American Arbitration Association in Fairfield County, CT, (ii) that arbitration (not a court) shall be the exclusive remedy for such disputes; and (iii) that class arbitration is not permitted. This arbitration requirement does not apply to any other provision of this Lease.

15. Customer Purchase Order. If a purchase order or other document is issued by you, none of its terms and conditions shall have any force or effect as the terms and conditions of this Lease exclusively govern the transaction documented herein. Our failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease.

16. Finance Lease and Customer Waivers. If this Lease is not characterized as a secured transaction, you and we agree this Lease (including each Schedule) is a "finance lease" governed by UCC Article 2A. To the extent you are permitted by law, you waive any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease and each Schedule, that the individual signing this Lease and each Schedule on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. By having your authorized representative sign this Lease and each Schedule, you agree to furnish financial information that we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future.

18. Original Document. YOU AGREE THAT AN EXECUTED COPY OF THIS LEASE THAT IS SIGNED BY YOUR REPRESENTATIVE AND BY OUR REPRESENTATIVE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM, SUCH AS ELECTRONIC TRANSMISSION OF A FACSIMILE OR ELECTRONIC SIGNATURE) SHALL BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS LEASE AND/OR ANY SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST THEREIN MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US. NEITHER THIS LEASE NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY US.

19. Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE AND EACH SCHEDULE ARE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED, AND YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS. ~~YOU AND WE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.~~

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. The Lease Documents constitute the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided above and notices to us shall be sent to our address provided above. Notices will be deemed given five (5) days after mailing by first class mail or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the terms hereof pertaining to notices. You authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you. Further, you authorize us to make non-financial additions and/or modifications to this Lease in order to correct or complete same, including but not limited to lease number, serial numbers and signor titles.

21. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the related Schedule effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) we have received written notice from you at least thirty (30) days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate).

APPROVED BY
COMMISSIONERS' COURT
ON: 2/9/2018

Lease and/ or Service Agreement

Company's Name: Xerox

Department: Sheriff's

AI- 78826 Approval through CC on: 02/02/21⁰⁹

ATTESTS:  By: 
Arturo Guajardo Jr., County Clerk

Date: 02/23/2021

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney,

Ricardo Rodriguez, Jr.

By: David R. Cantu

David R. Cantu, Assistant District Attorney

Civil Litigation Division

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

Certificate Number:
 2020-699775

Date Filed:
 12/16/2020

Date Acknowledged:

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

Dahill Office Technology Corporation dba Xerox Business Solutions Southwest
 San Antonio, TX United States

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

Hidalgo County

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.

RFP 2020678
 RFP 2020678

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Colino, Andrew	Pharr, TX United States		X
	Daniels, Dana	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

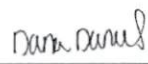
6 UNSWORN DECLARATION

My name is Dana Daniels, and my date of birth is 03/30/73.

My address is 8200 IH-10 West, Ste. 400, San Antonio, TX, 78230, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 16 day of December, 2020.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

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.

Starr Feedyards LTD
 Rio Grande City, TX United States

Certificate Number:
 2020-700428

Date Filed:
 12/18/2020

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

Hidalgo County

Date Acknowledged:
 12/18/2020

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.

2020384
 Lease of land for the purpose of farming

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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Dahill Office Technology Corporation (d/b/a Xerox Business Solutions Southeast)	
POLICY NUMBER See Page 1		8200 IH 10 West San Antonio, TX 78245	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

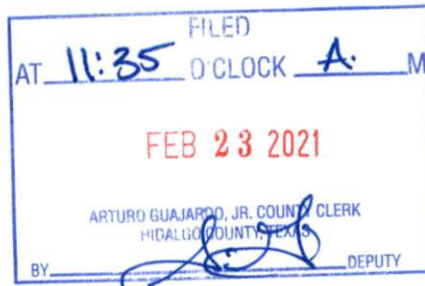
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
 POLICY NUMBER: SCF C67818568 EFF DATE: 01/01/2021 EXP DATE: 01/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers' Liability	E.L. EACH ACCIDENT	\$1,000,000
Per Statute	E.L. DISEASE -EA EMP	\$1,000,000
	E.L. DISEASE -POLICY	\$1,000,000

ADDITIONAL REMARKS:
 Policy mentioned above is for Workers Compensation WI.

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851



**Addendum to Xerox Financial Services LLC
Master Lease Agreement # 010-0094330**

The following sections replace or modify the corresponding sections in the Agreement and are hereby incorporated therein. In the event of any conflict between the terms of the Agreement and the terms below, the terms below shall control.

13. Default and Remedies. You will be in default under this Lease if (1) we do not receive any payment within 10 days after the date it is due, or (2) you breach any other obligation in this Lease, any Schedule, or any other agreement with us. If you default, and such default continues for 30 days after XFS provides notice to you, we may, in addition to other remedies (including having the Dealer cease performing Equipment maintenance), require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then past due, plus interest from the due date until paid at the rate that will be in accordance to the laws of the State of Texas covering state agencies and the applicable codes covering political subdivisions ; (b) the Lease Payments remaining in the Initial Lease Term (less the fixed maintenance component thereof as reflected on our books and records), discounted at four percent (4%) per annum, and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the Determined FMV thereof as of the end of the Initial Lease Term, discounted at four percent (4%) per annum. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to us and our assignees, as their interest may appear, and shall be with companies reasonably acceptable to us. In addition, we and our assignees shall be named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days prior notice to us of cancellation.

You must provide us with satisfactory written evidence of Required Insurance within 30 days of the commencement of any Schedule or any subsequent written request by us. You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint us as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any Required Insurance. Insurance proceeds from Required Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) pay us (i) the Lease Payments remaining in the Initial Lease Term and the Equipment's Determined FMV as of the end of the Initial Lease Term, both discounted at four percent (4%) per annum, and (ii) Taxes. **NO LOSS OR DAMAGE TO EQUIPMENT (INCLUDING SOFTWARE), OR OUR RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE OR ANY SCHEDULE.** Notwithstanding procurement of Required Insurance, you remain primarily liable for performance under subclauses (x) or (y) in the fourth sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim.

Customer Acceptance:

HIDALGO COUNTY SHERIFFS OFFICE
Authorized Signor: Richard F. Cortez
Print Name: Richard F. Cortez
Title: County Judge
Date: 2/19/21

Lessor Acceptance:

Xerox Financial Services
Accepted by: _____
Name: _____
Title: _____
Date: _____

* Signor for the Lease Agreement and the Addendum must be the same.

APPROVED BY
COMMISSIONERS' COURT
DN: 2/19/21

Managed Document Services Agreement

Shaded areas for in-house use only



Order Date:	Contract No:	Customer No:	Effective Date:	SK Trans #
Service Location: <input checked="" type="checkbox"/> Multiple Locations (use Location Schedule)		Bill To:		
Name: Hidalgo County Sheriffs Office		Name: Hidalgo County Sheriff's Office		
Address:		Address: 711 El Cibolo Rd.		
City/State/Zip/County		City/State/Zip/County Weslaco, TX 78541 / Hidalgo County		
Contact: Myra Montoya	Phone: (956) 393-6024	Contact: Myra Montoya	Phone: (956) 393-6024	
Hours of Operation: 8-5	Email address: myra.montoya@hidalgoso.org	Email address: myra.montoya@hidalgoso.org		
See corresponding schedules(s) for included equipment				

SPECIAL INSTRUCTIONS:

HCDE Contract # 17/026KH-10. Staples Included. Tax Exempt. Rates Fixed for Term.

PROGRAM:

Includes all service and supplies; paper and staples are excluded. Overages are billed quarterly unless otherwise stated.

One Rate Pools		Office A4 (OA4)	Included Pages	Overage
Office A3 (OA3)	Included Pages	Desktop (DSK)	Included Pages	Overage
	Overage			

Unlimited Program (A3/A4)	Other
Unlimited B&W (UBW) # of Units 3	

Production Pools			
Color B&W Allowance	Overage	B&W (PBW) Allowance	Overage
(PC) Color Allowance	Overage	Specialty Finishing (SF)	

Volume Based (VB) <input type="checkbox"/> MFP	B&W Allowance	Overage	Color Allowance	Overage
<input type="checkbox"/> MPS	B&W Allowance	Overage	Color Allowance	Overage
<input type="checkbox"/> OOG <input type="checkbox"/> PPO	B&W Allowance	Overage	Color Allowance	Overage

PROGRAM MONTHLY BASE:

Term: 51 Monthly Service Rate: Included in Lease Agreement Billable Monthly \$

APPROVALS: By signing below, you accept all terms and conditions of the contract, listed above and on reverse of agreement.

Customer Signature: <i>[Signature]</i>	Account Manager:	Date:
Title:	Date:	Credit Approval Signature:
		Date:
Internal Authorization:	Title:	Date:

DEVICE SCHEDULE

Location #	Location Description	Pool	Model	Serial/ID#*
	711 El Cibolo Rd. Edinburg, TX 78541	UBW	B8155	
	3003 E. Mile 11 North Weslaco, TX 78599	UBW	B8155	
	3003 E. Mile 11 North Weslaco, TX 78599	UBW	B8155	

*if available

MANAGED DOCUMENT SERVICES AGREEMENT - TERMS AND CONDITIONS

In this agreement, the words "you" and "your" refer to the Customer. The words "we," "our" or "us" refer to Xerox Business Solutions Southwest. The word "parties" refer to you and us. The word "Agreement" refers to this Agreement. The word "Supplier" refers to the seller of the Equipment. The word "Equipment" refers to the Equipment identified above or in Exhibit A and which is covered by this Agreement. The word "Lease" or "Lease Agreement" refers to a lease that you have with a third party (or a Lease or Rental Agreement that you have with us provided a separate Lease or Rental Agreement is executed between you and us). This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

1. Agreement for Service. This Agreement is for the maintenance and service of the Equipment. This is not an agreement for the lease or for the purchase of the Equipment. We agree to maintain and service the Equipment and you agree to pay us for that maintenance and service. Unless otherwise provided herein, this Agreement is non-cancellable. This Agreement applies only to the service of Equipment, not software.

2. Service Guarantees. This Agreement does not include any guarantees unless stated on the front page of this Agreement. If a service guarantee is included in this Agreement, it shall apply only if the Equipment is operated within the following guidelines: (a) the Equipment is used in a climate controlled environment and free from excessive dust and ammonia fumes; (b) the Equipment is used and operated according to the manufacturers specifications; (c) the Equipment is operated within the specified contractual volume limitations; (d) only supplies that meet the manufacturer's required specifications are used; and (e) the Equipment is operated on an isolated electrical line. We guarantee to perform service in a good and workmanlike manner. This paragraph contains the only guarantees we offer.

3. Commencement of Agreement. This Agreement becomes valid upon execution by us, and our mutual obligations commence when the Equipment is delivered to you, installed, and determined by you to be in good working condition. The Equipment will be considered in good working condition unless you notify us in writing within three (3) calendar days from the date of delivery that you do not accept the Equipment, that you wish to return it, and you specify the defect or malfunction.

4. Term; Automatic Renewal. The "Initial Term" of this Agreement is for a period equal to the term of any Lease Agreement that you have with the Equipment; or for a period of twelve (12) months if the Equipment is not subject to a lease or the term of the Lease does not exceed twelve (12) months. Unless You notify us in writing at least sixty (60) days before the end of the initial or any renewal term, that you intend not to renew this Agreement, then: (a) this Agreement shall automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment and other terms of this Agreement will continue to apply.

5. Service Payments. In consideration for our obligations under this Agreement, you agree to pay us for each service period the amount listed above and by the due date set forth on our invoice to you: (i) the Monthly Base Maintenance shown above; (ii) the applicable Overage Rate for each metered image in excess of the applicable number of the Included Impressions; (iii) any other costs for non-covered parts, supplies, and shipping and delivery fees and charges; (iv) applicable taxes and late fees; (v) and any other charges provided for herein. You agree that the monthly base amount(s) is(are) a minimum payment that you agree to pay even if you do not make the stated number of Included Impressions. You agree that we may, in our sole discretion, increase the monthly base amount(s) and the Overage Rate specified above once each year during the Initial Term and once each year during any Renewal Term, by an amount not to exceed 3.5% per year. You agree we may apply any base and overage payment first to any past-due amount owed. All payments made under this Agreement are non-refundable.

6. Parts; Supplies; Unless otherwise stated above, the Supplies covered under this agreement are toner, PM kits, and developer. Staples and paper are not covered. All other parts and drums are included, unless the need for replacement is the result of your misuse or abuse. This Agreement does not cover any of the following: (a) damage to the Equipment caused by misuse, negligence, or intentional acts; or (b) repairs and parts necessitated by operation of the Equipment outside the service guarantee guidelines.

7. Limitations of Service. Connected Equipment will be covered up to the computer/network connection. Service calls produced by computer/network problems may be billed at our hourly rate.

8. Late Charges. If you do not pay all charges by the due date specified on an invoice, or within 30 days from the date of the invoice if it does not specify a due date, you agree to pay a late fee equal to the extent permitted under the Constitution and the laws of the State of Texas.

9. Meter Collection. You agree to comply with our billing procedures, including but not limited to, providing us with monthly meter readings for each Equipment item. We will provide, at no cost to you, automated meter reading technology that will enable automatic periodic meter readings. However, if you elect not to use this technology, for each non-automated meter read, you agree to pay \$25 per device in addition to the periodic service payments stated above.

10. Service Hours. Our "Standard Service Hours" are Monday-Friday, 8:00 a.m. – 5:00 p.m. local time. If you request service to occur outside standard hours, it will be provided within forty-eight hours after receiving such notice and with the following additional charges at a rate of: (a) one and one-half the prevailing hourly rate; and (2) twice the prevailing hourly rate if service is requested to occur after 5:00 p.m. on a Sunday or any time a holiday.

11. Relocation. In the event you relocate the Equipment outside our service area, we shall have the sole right to either locate another qualified dealer to provide service for the Equipment at the new location or to cancel this Agreement.

12. Default. Each of the following is a "Default" under this Agreement: (a) you fail to pay any Service Payment or any other payment due, under this or any other agreement you have with us, by the due date indicated on any invoice, or (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us and this failure continues for ten (10) days after we have notified you. Our acceptance of a partial payment does not waive a default.

13. Remedies. If you Default under this Agreement, we may do one or more of the following: (a) suspend service; (b) furnish service on a C.O.D. "per call" basis at our standard service rates; (c) cancel or terminate this Agreement and any or all other active agreements that you have with us; (d) require you, as liquidated damages for loss of bargain and not as a penalty, to pay us, on demand (i) any amount past due and owing,

and (e) exercise any other remedy available at law. You also agree to reimburse us, on demand, for all reasonable expenses of enforcement and/or collection including, but not limited to, reasonable attorneys' fees, court costs, and costs of collection). The remedies set forth herein are cumulative and are in addition to any other remedies allowed under law, and may be exercised concurrently or separately. Any failure or delay by us to declare default or to exercise any other right or remedy shall not operate as a waiver of any other right or future right. If this Agreement expressly provides for, or expressly incorporates, written guarantees, in the event we do not satisfy one or more of the guarantees, your sole remedy is the remedy in the guarantee. In the event we do not satisfy any other provision of this Agreement, and in the event we do not cure the deficiency within fourteen (14) days after receiving written notice of such deficiency, you may, as your sole remedy, cancel this Agreement without any further obligations.

14. NO WARRANTIES. Other than any service guarantees provided in or through paragraph two herein and the obligations set forth herein, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATIONS OF LIABILITY. WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT IN ENTERING INTO THIS AGREEMENT YOU DID NOT RELY ON ANY WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING YOUR DECISION TO ENTER INTO THIS AGREEMENT, YOU AGREE AND REPRESENT THAT YOU RELIED ONLY ON YOUR OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.

16. MUTUAL INDEMNITY. THE PARTIES MUTUALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS PARENT CORPORATIONS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, ATTORNEYS, EMPLOYEES, AND SUCCESSORS OR ASSIGNS (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIVITIES, SUITS, ALLEGATIONS, ACTIONS, OR CAUSES OF ACTION ARISING FROM OR INCIDENT, WHETHER DIRECTLY OR INDIRECTLY, TO ANY MISCONDUCT, NEGLIGENCE, REPRESENTATION, OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY, IN THE CONDUCT OF ITS/THEIR DUTIES OR ANY CONDUCT OUTSIDE THE SCOPE OF ITS/THEIR DUTIES WHICH MAY GIVE RISE TO LIABILITY OR POTENTIAL LIABILITY ON THE PART OF THE INDEMNIFIED PARTIES.

17. UNCONDITIONAL OBLIGATION. YOU AGREE THAT YOUR OBLIGATION TO PAY US UNDER THIS AGREEMENT IS UNCONDITIONAL AND IS INDEPENDENT OF ANY LEASE OR OTHER MAINTENANCE AGREEMENT THAT YOU MAY HAVE WITH US OR ANYONE ELSE.

18. Notices. All notices and other communications directed to us as required or permitted under this Agreement shall be deemed to have been duly given if made in writing via U.S. mail at the address provided on page one of this Agreement.

19. Assignment. You may not assign any rights or obligations under this Agreement without our prior written consent. We may, without your consent and without prior notification, assign this Agreement, or any right or obligation thereof, to a third party.

20. Applicable Law; Venue; JURY WAIVER. This Agreement shall be deemed fully executed, performed, governed, and construed in, and under the laws of, the State of Texas. You agree that performance of your payment obligation under this Agreement shall be in Texas and the Hidalgo County shall have sole jurisdiction of all matters relating to this agreement.

21. Severability. If any provision of this Agreement is held unenforceable then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

22. Merger; Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duly exercised by the parties.

23. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

24. End Agreement