

ORIGINAL

CGI1457-08

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

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co 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 78539

Phone/Fax 956-589-7472/ Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Brother 2820 Fax Serial: U61235C7J43163

Options: _____ Serial: _____

Rate: \$ 150.00 per year.

Effective dates of agreement from 9/11/22 to 9/10/23

This contract covers labor and mileage only. Does not include parts or supplies

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 accordance with the Texas Prompt Payment Act. 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.** All billing, invoicing and remedies for late payment are governed by Texas Prompt Payment Act.

Pablo (Paul) Villarreal Jr.
Pablo (Paul) Villarreal Jr. (Nov 2, 2022 12:10 CDT)



Pablo (Paul) Villarreal, Jr., Tax Assessor-Collector

Authorized Signature

Title

David S. Valdez

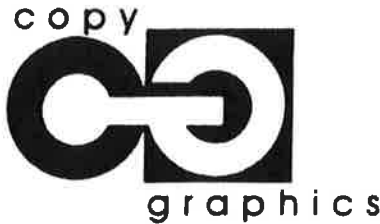
Print Name

David S. Valdez

Copy Graphics, Inc. Representative

11/01/2022

Date



ORIGINAL

PMB08616-04

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

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo County Tax Office Cust# 1370

Physical Address 708 East Edinburg Ave Billing Address PO Box 178

City/State/Zip Elsa, Tx 78543 City/State/Zip Edinburg, Tx 78540

Phone/Fax 956-289-7472 / Phone/Fax 956-292-7622 /

EQUIPMENT COVERED


Model: Canon I.C-650i Serial: PMB08616

Options: _____ Serial: _____

Rate: \$ 290.00 per year.

Effective dates of agreement from 11/11/22 to 11/10/23.

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 accordance with the Texas Prompt Payment Act. 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.** All billing, invoicing and remedies for late payment are governed by Texas Prompt Payment Act.

Pablo (Paul) Villarreal Jr. Pablo (Paul) Villarreal Jr. (Nov 2, 2022 12:10 CDT)  SIGN HERE Pablo (Paul) Villarreal, Jr., Tax Assessor-Collector
 Authorized Signature _____ Title _____
David Valdez
 Print Name _____
David Valdez _____
 Copy Graphics, Inc. Representative _____ Date _____
11/01/2022

FAX 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.

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: This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

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: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. 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 lightning; 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) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; 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: TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS: 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. To the extent permitted under the Constitution and the laws of the State of Texas; 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: TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND THE LAWS OF STATE OF TEXAS; 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.



Keila Gonzalez <keila.gonzalez@co.hidalgo.tx.us>

Copy Graphics Service Agreements

Mon, Oct 31, 2022 at 8:24 AM

Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

To: Keila Gonzalez <keila.gonzalez@co.hidalgo.tx.us>

Cc: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>, Robert Vina <robert.vina@da.co.hidalgo.tx.us>, Eduardo Belmarez <eduardo.belmarez@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Olga Garza <olga.garza@co.hidalgo.tx.us>, Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

Ms. Keila Gonzalez:

Our office has reviewed the Fax Service Agreements along with the Labor Plan Terms and Conditions and approves as to the form.

Respectfully,

Amanda D. Austin

Assistant District Attorney

Pronouns: she, her, hers

Office of the Criminal District Attorney, Civil Litigation Division

Hidalgo County, Texas

100 E. Cano

Edinburg, Texas 78539

(o) 956.292.7609

amanda.austin@da.co.hidalgo.tx.us

THE INFORMATION CONTAINED IN THIS EMAIL MAY BE SUBJECT TO 1. ATTORNEY-CLIENT **PRIVILEGE**; 2. ATTORNEY **WORK PRODUCT**; AND/OR 3. **CONFIDENTIAL**. IT IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY DESIGNATED ABOVE. ANY DISTRIBUTION, COPYING, OR USE OF OR RELIANCE UPON THE INFORMATION CONTAINED IN THIS EMAIL BY OR TO ANYONE OTHER THAN THE RECIPIENT DESIGNATED ABOVE BY THE SENDER IS UNAUTHORIZED AND STRICTLY PROHIBITED.

IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY EMAIL TO AMANDA.AUSTIN@DA.CO.HIDALGO.TX.US AND DELETE THE COMMUNICATION.

The statements contained herein are not intended to and do not constitute an opinion as to any legal or other matter. They are not intended to be used and relied on by any recipient to avoid penalties that may be imposed under any law.

[Quoted text hidden]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON November 01, 2022.

Agenda Item No. 88157

MS
Executive Office: MS

COUNTY:
COUNTY OF HIDALGO

Pablo (Paul) Villarreal Jr.
Pablo (Paul) Villarreal Jr. (Nov 2, 2022 12:10 CDT)
Pablo Villarreal, Jr., Tax Assessor-Collector

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.



Amanda D. Austin, Assistant District Attorney

ATTEST:



Arturo Guajardo, Jr., County Clerk



ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

21 G. Health & Human Services Dept.

- 1. AI-87736 Requesting consideration and approval of Interlocal Cooperation Agreement between County of Hidalgo and The University of Texas Rio Grande Valley for the collaboration of services to facilitate, recruit, provide outreach and resource development to help improve the self-sufficiency, health and well-being of the residents of the area known as John Austin Peña Memorial Center.

H. WIC

- 1. AI-87986 Requesting approval to award Contract C-22-0511-11-01 "Lease of Office Space - WIC Administration Office" (RFB 22-0511-10-05-KMG) to BIC Development Corp., the sole bidder meeting all requirements and specifications.

APPROVED

I.

- 1. AI-88157 Requesting approval to enter into a one (1) year Fax Service Agreement with Copy Graphics, Inc. for one (1) Brother 2820 Fax at \$150.00 annually and one (1) Canon LC-650i at \$290.00 annually, with authority for Pablo Villarreal, Jr., HC Tax Assessor-Collector to sign all pertinent documents, subject to final legal approval.

J. Budget & Management

- 1. AI-88152 Requesting approval to terminate contract C-22-0228-03-22 with Sergio Cruz pursuant to paragraph 5 of "Agreement for Consulting Services Related to General Budget and Management Issues", due to services no longer needed.

K. Auditor's Office

- 1. AI-88121 A. Requesting exemption from competitive bidding requirement, under TxLGC 262.024 (a)(4) personal services;
B. Acceptance and approval of personal service agreement and fee schedule between Hidalgo County (Auditor's Office) and Dagoberto Soto Jr. for financial accounting and reporting services.

L. Constables:

- 1. AI-87573 Constable Pct. #4:
A. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024 (a)(7)(A), items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
B. Acceptance and approval of the "Sole Source Declaration" for Kologik, LLC for the purchase of COPsync Software including licenses and support services to be utilized by County Law Enforcement agencies with said declaration to remain in effect while the declaration is in place or until revoked by HCCC;
C. Requesting approval to enter into a three (3) year Software as a Service (SaaS)












C-22-0652-11-01 Copy Graphics

Final Audit Report














2022-11-03

Created:	2022-11-02
By:	Keila Gonzalez (keila.gonzalez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATtJtW3DVXUDivJS1faDk8xYXeHH4C_a

"C-22-0652-11-01 Copy Graphics" History

-  Document created by Keila Gonzalez (keila.gonzalez@co.hidalgo.tx.us)
2022-11-02 - 2:23:52 PM GMT
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2022-11-02 - 2:26:12 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2022-11-02 - 2:28:36 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2022-11-02 - 2:30:18 PM GMT - Time Source: server
-  Document emailed to amanda.austin@da.co.hidalgo.tx.us for signature
2022-11-02 - 2:30:20 PM GMT
-  Email viewed by amanda.austin@da.co.hidalgo.tx.us
2022-11-02 - 3:05:18 PM GMT
-  Signer amanda.austin@da.co.hidalgo.tx.us entered name at signing as Amanda D. Austin
2022-11-02 - 3:05:41 PM GMT
-  Document e-signed by Amanda D. Austin (amanda.austin@da.co.hidalgo.tx.us)
Signature Date: 2022-11-02 - 3:05:43 PM GMT - Time Source: server
-  Document emailed to paul.villarreal@hidalgocountytax.org for signature
2022-11-02 - 3:05:44 PM GMT
-  Email viewed by paul.villarreal@hidalgocountytax.org
2022-11-02 - 5:08:17 PM GMT
-  Signer paul.villarreal@hidalgocountytax.org entered name at signing as Pablo (Paul) Villarreal Jr.
2022-11-02 - 5:10:07 PM GMT



-  Document e-signed by Pablo (Paul) Villarreal Jr. (paul.villarreal@hidalgocountytax.org)
Signature Date: 2022-11-02 - 5:10:09 PM GMT - Time Source: server
-  Document emailed to karina.esparza@co.hidalgo.tx.us for approval
2022-11-02 - 5:10:10 PM GMT
-  Email viewed by karina.esparza@co.hidalgo.tx.us
2022-11-02 - 5:26:10 PM GMT
-  Signer karina.esparza@co.hidalgo.tx.us entered name at signing as Karina Esparza
2022-11-03 - 4:22:56 PM GMT
-  Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)
Approval Date: 2022-11-03 - 4:22:58 PM GMT - Time Source: server
-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature
2022-11-03 - 4:23:00 PM GMT
-  Email viewed by arturo.guajardo@co.hidalgo.tx.us
2022-11-03 - 4:49:43 PM GMT
-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.
2022-11-03 - 4:50:23 PM GMT
-  Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)
Signature Date: 2022-11-03 - 4:50:25 PM GMT - Time Source: server
-  Document emailed to Karina Esparza (karina.esparza@co.hidalgo.tx.us) for approval
2022-11-03 - 4:50:27 PM GMT
-  Email viewed by Karina Esparza (karina.esparza@co.hidalgo.tx.us)
2022-11-03 - 4:50:33 PM GMT
-  Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)
Approval Date: 2022-11-03 - 4:51:59 PM GMT - Time Source: server
-  Agreement completed.
2022-11-03 - 4:51:59 PM GMT

