

## **Texas Governmental RENTAL AGREEMENT**

**RENTOR:** Safeware, Inc.  
4403 Forbes Blvd., Lanham, MD 20706  
Sales Phone: 301-683-1212 x1051 Fax: 301-683-1220  
Accounting: 301-683-1234 Fax: 301-683-1222

### **Equipment**

**Provider:** Applied Concepts/ Stalker Radar

**RENTER:** Williamson County Sheriff's Office, Acting by and through  
Williamson County, Texas, a political subdivision of the State  
of Texas.  
Attention: Lieutenant Russell Travis  
508 S. Rock Street  
Georgetown, TX 78626

*Description of Radar Equipment (the "Radar Equipment"): Stalker Dual-SL and DSR2X-F  
Dash Mounted Radar, DSR2X for Harley Radar, SII SDR Handheld Radar, SII MDR Handheld Radar,  
Lidar XLR (Data Collection & FTC Mode).*

Quantity: (82) Dual-SL Radar:	WILCO Price: \$2,300.00 EA Extended Price: \$188,600.00
Quantity: (5) DSR2X-F Radar:	WILCO Price: \$3,450.00 EA Extended Price: \$17,250.00
Quantity: (7) DSR2X Harley Radar:	WILCO Price: \$3,595.00 EA Extended Price: \$25,165.00
Quantity: (11) SII SDR Handheld Radar:	WILCO Price: \$1,595.00 EA Extended Price: \$17,545.00
Quantity: (4) Lidar XLR (DC + FTC)	WILCO Price: \$2,825.00 EA Extended Price: \$11,300.00

Total Rental Agreement: \$259,860.00 Total Monthly Payment: \$5,413.75 for 48 months.  
2 Year Agreement with 1, 2 Year extension period, Effective Date: June 1, 2016  
USC Contract: 4400001839

**NOTE: EQUIPMENT UNDER THIS AGREEMENT REMAINS THE SOLE PROPERTY OF APPLIED CONCEPTS, INC. NO TITLE TO THE PROPERTY IS PASSED UNDER THIS AGREEMENT. SEE SECTION 14 FOR PURCHASE OPTION OR CONSIDER A LEASE/PURCHASE AGREEMENT!**

1. *Renter* hereby agrees to *Rent* the above described Radar Equipment, subject to the terms, provisions, conditions and agreements of this Rental Agreement herein set forth. This agreement specifically incorporates the U.S. Communities RFP #11-205753-10, the Response to RFP #11-205753-10 from Safeware, Inc., and the Acceptance Agreement Contract # RQ11-205753-10A to same. These specific documents set forth herein constitute the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Pursuant to the public policy of the State of Texas, any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.
2. Said equipment is rented beginning with the delivery of said equipment to the renter for the term specified above. *Renter* acknowledges that upon delivery of said equipment that Safeware, Inc. has fulfilled its obligation of performance under the Rental Agreement except for requirements later stated in this agreement.
3. *Renter* agrees to pay Safeware, Inc. the monthly payment specified above, by the 15<sup>th</sup> of the month following delivery by Safeware, Inc./Applied Concepts, Inc. and equal successive monthly payments during the term of the Rental Agreement. Safeware, Inc. will mail monthly invoices at the beginning of each month, but is not responsible if the invoice does not reach the Renter. At the end of the term of the Rental Agreement, Renter agrees to return said equipment to Applied Concepts, Inc. within thirty (30) days of new equipment installation. If equipment is not returned, Renter will be provided the option to continue on a "month to month" basis or purchase the equipment as per Section 14 of this agreement.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Renter receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Renter in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Renter's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

4. After delivery, *Renter* hereby assumes and shall bear the entire risk for loss or damage to the equipment from abuse, fire, flood, theft, neglect, loss, unauthorized use or other circumstances beyond the control of the Renter. No loss or damage to the equipment or any part thereof shall impair any obligation of *Renter* under this agreement, which shall continue in full force and effect.

5. The warranty period for the merchandise is a custom factory warranty provided to Williamson County at the time the order is received. *Renter* agrees that the warranty may be a shorter period of time than this rental agreement and that any repair cost outside of that warranty period will be at the renter's expense. An extended warranty period may be purchased to cover any gap in time. Such extended warranty may be purchased and made part of this rental agreement or under a separate agreement. Price schedule below:

Unit	Warranty Period in Months	Extended Warranty in Months	Part Number	Per Unit Price
Dual-SL Radar	36	12	063-0004-01	179.00
DSR2X-F Radar	36	12	063-0006-01	199.00
DSR2X Harley Radar	36	12	063-0006-01	199.00
SII SDR Handheld Radar:	48	N/A		
Lidar XLR (DC + FTC)	48	N/A		

6. If *Renter*, with regard to any item or items of equipment fails to pay any payment or other amount herein provided within ninety (90) days after the same is due and payable, or if *Renter* with regard to any item or items of equipment fails to observe, keep, or perform any other provision of this rent required to be observed, kept or performed by *Renter*, Safeware, Inc. shall have the right to exercise any one or more of the following remedies:
- a) To sue for and recover all payments then accrued with respect to any or all items of equipment.
  - b) To terminate this rent as to any or all items of equipment.
  - c) To pursue any other remedy at law or in equity. All such remedies are cumulative, and may be exercised concurrently or separately.
  - d) All items must be returned within 30 days of cancellation.
7. The renewal and continuation of such contract is contingent upon the appropriation of funds by the governing body to fulfill the requirements of the contract and if the local governmental entity, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate in accordance with the terms of the contract on the last day of the fiscal year for which funds were appropriated, provided the equipment is returned to the Rentor or his agent, as provided in the equipment rental contract, and such contract shall not be considered as a long-term debt of the local governmental entity.
8. The governmental agency reserves the right to terminate contract and or purchase order with a written one hundred twenty day (120) notice for any reason. The cancellation will be without penalty. Williamson County will only be liable for its pro rata share of services rendered and goods actually received. All items must be returned within 30 days of cancellation.
- Safeware, Inc. reserves the right not to rent or lease any further product to Renter if the rental is canceled for any reason prior to the end of the primary term.
9. The parties hereto agree to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby in Courts located within **Williamson County**, Texas. The parties also consent to the laws of the State of Texas in interpreting provision of this contract. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
10. I certify that I am duly authorized to act within the powers of my office by executing this Agreement, and the equipment being rented is essential to its governmental mission.
12. The portions of Rental payments are herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and *Renter's* other obligations and liabilities under this rent relating

to, or accruing or arising prior to such termination. The *Renter* is obligated only to pay Rental payments under this rent as may lawfully be made from:

- a) Funds budgeted and appropriated for that purpose during such fiscal period; or
- b) Funds made available from a lawfully operated revenue producing source.

In the event of such termination, *Renter* agrees to peaceably surrender possession of the Equipment to Safeware, Inc./ Applied Concepts, Inc. or its assignee on the date of such termination in the manner set forth in Section 7 hereof and Safeware, Inc./ Applied Concepts, Inc. will have all legal and equitable rights and remedies to take possession of the Equipment.

- 13. The prices quoted in this rental agreement are valid for a period of one-hundred twenty (120) days from the date signed by Safeware, Inc. Any rental agreement executed after that date must be approved by Safeware, Inc. prior to it being valid. Acceptance of an order and or shipping of the above-described merchandise constitutes acceptance by Safeware, Inc.
- 14. At any time during or within thirty (30) days after the final payment in accordance with this agreement is made, the Renter may purchase any or all of the described equipment in their possession at the time and receive 50% of the payments made on that unit as credit toward the above listed price.
- 15. It is agreed by Rentor and *Renter* that any fax or electronic transmitted document(s) will be considered as an original for all purposes of this agreement and therefore any signatures transmitted by fax or other electronic form are the same as a hand signed document.
- 16. Rentor agrees that Renter or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Rentor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Rentor agrees that Renter shall have access during normal working hours to all necessary Rentor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Renter shall give Rentor reasonable advance notice of intended audits.

Entered into this 4<sup>th</sup> day of May, 20 16

Signature and Title of Authorized Official

DAN A GATTI  
Printed Name

[Signature]  
Signature

County Judge

Title  
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Safeware, Inc.

By: Charles Radcliffe, VP



ISP: SAME

Date: 4/19/2016

Phone/Ext

3016851234

Email/Fax: cradcliffe@safewareinc.com / 301-683-1234

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Applied Concepts, Inc. / Stalker Radar

By: Ed Kosanke

ISP: SAME

Date: 4/19/2016

Phone/Ext

Email/Fax: edkos@stalkerradar.com / 972-801-4818

  
Approved by ACI Sales Management

Date 4/19/16