

Hamilton Vaultronics LLC

Financial Equipment & Security Systems

Service and Maintenance Agreement

Williamson County Tax Office
350 Discovery Blvd St 101
Cedar Park, TX 78613

1050 N. Grove Rd.
Richardson, TX 75081
Phone: (972)994-0011
Fax: (972)994-0016

Customer

Name: Williamson County Tax Office
Address: 904 S. Main St.
Georgetown, TX 78626
Phone: 512-943-1601

Service Location

Name: Williamson County Tax Office
Address: 350 Discovery Blvd St 101
Cedar Park, TX 78613
Phone: 512-943-1601

Agreements as Following:

1. Upon receipt of the annual fee, Hamilton Vaultronics LLC agrees to clean, service and maintain in good condition, for a twelve month period, all the equipment as listed on the contract inventory sheet. The annual fee shall be \$ 800.00, payable in advance.
2. At midnight every year on your anniversary date this contract will renew automatically; unless either party gives sixty days prior notice to the anniversary date of their desire to cancel this agreement.
3. If the service agreement invoice has not been paid within 60 days of the anniversary date the contract will be cancelled and any work unbilled and/or unpaid will be invoiced at the then prevailing service rates. Agreement prices vary based on many factors such as, preventative maintenance inspections, special parts inventories, etc. and contract can not be prorated on only a 1/12 monthly formula if required.
4. The agreement price herein was calculated using Monday thru Friday, 8:00am to 5:00pm as the basis for the services performed. Any services required after hours will be invoiced at the current overtime rate. The agreement fees do not include moving or re-positioning any equipment or any subsequent major overhauls.
5. This agreement does not include, acts of god, misuse of equipment by employees or customers, vandalism, burglary, lightning, war, riot, blasting, bombings, earthquakes, tornadoes, terrorism, operational errors, damage to equipment by customer, vehicles, or loss of keys or combinations.
6. Additional Equipment may be added or deleted as necessary, from time to time and the contract value will be adjusted accordingly. Prior to this agreement going into effect, all equipment not previously under a service agreement with Hamilton Vaultronics LLC shall be inspected and brought up to current and proper operating conditions, at customers expense.
7. Customer agrees to promptly notify Hamilton Vaultronics LLC of any problem or malfunction of said equipment, so that Hamilton Vaultronics LLC may repair said equipment on a timely basis and prior to a serious failure/ lockout, etc.
8. Customer agrees that Hamilton Vaultronics LLC is a service and maintenance company and not an insurer. The payment of fees is based entirely on the services provided. All liability shall be, limited to a sum equal in amount to the annual service charge. This liability shall be complete and constitute customer's sole remedy at law or in equity. Customer further holds Hamilton Vaultronics LLC free and harmless from any and all claims whether from Customer or others, regardless of the cause.

9. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
10. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
11. Texas Prompt Payment Act Compliance: 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 licensee 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 licensee 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 licensee'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.
12. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
13. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
14. Right to Audit: Hamilton Vultronics LLC, Inc. agrees that licensee 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 Hamilton Vultronics LLC, Inc. which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Hamilton Vultronics LLC, Inc. agrees that licensee shall have access during normal working hours to all necessary Hamilton Vultronics LLC, Inc. facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Hamilton Vultronics LLC, Inc. reasonable advance notice of intended audits.

The following equipment will be inspected at the intervals noted:

Bank Vault Equipment:

i.e. vaults, vault doors, safes, lockers, safe deposit boxes, night depository heads.

Listed bank vault equipment shall be cleaned and inspected/adjusted _____ times per year. Listed bank vault equipment parts _____ are included, or _____ not included.

Should a vault or safe lockout occur during this agreement period, by causes other than those noted below, the safe or vault will be opened and repaired back to its working condition at no expense to the customer. Lockouts, lost combinations, and or damages caused by acts of god, fire, water, burglary, misuse, settling of walls or foundations are beyond the control of Hamilton Vultronics and are not covered in this agreement. Vault door hinges and pressure systems are major components and are not covered in this agreement.

Drive-In Equipment:

Listed Drive-In equipment shall be cleaned, lubed/inspected 1 times per year. Parts are X or are not _____ included in this agreement.

Pneumatic carriers, carrier rings and washers are expendable parts and are not included in this agreement. Overloaded and or stuck carriers caused by customer misuse or foreign objects are not covered.

Alarm/CCTV Equipment:

Listed alarm/CCTV equipment shall be tested, inspected and calibrated _____ times per year.

Alarm repair parts _____ are, are not _____ included in this agreement.

CCTV repair parts _____ are, are not _____ included in the agreement.

The above agreement pricing, when parts are included cover only repair parts for equipment that is of modern age and economically repairable. There are no replacement CCTV components included in this agreement.

There are no other agreements, whether written or verbal, modifying the terms of this agreement.

Hamilton Vaultronics is licensed and regulated by the Texas Department of Public Safety Private Security Bureau at P.O. Box 4087 - Austin, TX 78773-0001.

Customer _____

Hamilton Vaultronics _____

Authorized by:

By Judge Bill Gravell Jr.

Judge Bill Gravell Jr. (Sep 15, 2020 14:51 CDT)

By:

Daniel Hanson

Title:

Title:

President.

Date: Sep 15, 2020

Date:

8-27-20

This agreement is effective only upon written acceptance by Hamilton Vaultronics at its offices in Richardson, Texas.

Accepted at Richardson, Texas the 27 day of August, 20 20.

Contract Inventory Sheet

Qty.	Description	Comments	Price
1	Hamilton XLR1000 pneumatic system, one-way video w/2 teller stations	Installation date 7/28/2020 Contract start date 7/29/2021	800.00

Thank you, we appreciate the opportunity of working for you!
Hamilton Vaultronics

Agenda Item #17 09.15.2020 Cedar Park Tax Office Vault Maintenance, Hamilton Vautronics, LLC

Final Audit Report

2020-09-15

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