

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

No later than 2:00 p.m. on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Approve renewal of the rental agreement between the DPS (Department of Public Safety) and Applied Concepts Inc (ACI) for the Stalker Radar Equipment and authorize County Judge to execute same.

CHECK ONE: XCONSENT ACTION EXECUTIVE SESSION
 WORKSHOP PROCLAMATION PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 19, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sergeant Jiral (DPS)

SPONSORED BY:

SUMMARY: (See attached)

JUL 26 2011

FILED: HAYS COUNTY COMMISSIONERS' COURT

Resolution # 28243 VOL U PC 1034

DESCRIPTION OF Item: Approve renewal of the rental agreement between DPS (Department of Public Safety) and Applied Concepts Inc. (ACI) for the Stalker Radar Equipment and authorize County Judge to execute same.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$ 670.83 per month

LINE ITEM NUMBER: 001-650-00.5473

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: This is budgeted each year.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Texas Governmental RENTAL AGREEMENT

RENTOR: Applied Concepts, Inc. (also referred to as ACI)
(DBA: Stalker Radar)
2609 Technology Drive Plano Tx 75074-7467
Sales Phone: 972-398-3780 Fax: 972-398-3781
Accounting: 972-398-3750 Ext 145 Fax: 972-398-3751

RENTER: Hays County TX DPS
Attention: Sergeant Darryl Jiral
1400 N Interstate 35
San Marcos, TX 78666
Phone: 512-353-7000, Fax: 512-353-2349
Email: darryl.jiral@txdps.state.tx.us

Description of Equipment: Stalker DSR2X-I Dash Mounted Radar Units
Quantity: (7) Each Price per unit: \$3,450.00 Extended Price: \$24,150.00

Total Monthly Payment: \$670.83 per month for 36 months.

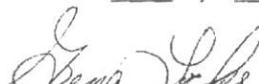
NOTE: EQUIPMENT UNDER THIS AGREEMENT REMAINS THE SOLE PROPERTY OF APPLIED CONCEPTS, INC. NO TITLE TO THE PROPERTY IS PASSED UNDER THIS AGREEMENT. SEE SECTION 14 FOR PURCHASE OPTION OR CONSIDER A LEASE/PURCHASE AGREEMENT!

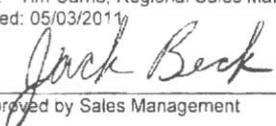
1. *Renter* hereby agrees to *Rent* the above described Radar Equipment, subject to the terms, provisions, conditions and agreements of this Rental Agreement herein set forth:
2. Said equipment is rented beginning with the delivery of said equipment to the renter for the term specified above. *Renter* acknowledges that upon delivery of said equipment that Applied Concepts, Inc. has fulfilled its obligation of performance under the Rental Agreement except for requirements later stated in this agreement.
3. *Renter* agrees to pay Applied Concepts, Inc. the monthly payment specified above, by the 15th of the month following shipping by Applied Concepts, Inc. and equal successive monthly payments during the term of the Rental Agreement. Applied Concepts, 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 30 days.
4. *Renter* hereby assumes and shall bear the entire risk for loss or damage to the equipment from abuse, fire, flood, theft, neglect, 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 the standard factory warranty 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 renters 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.
6. If *Renter*, with regard to any item or items of equipment fails to pay any payment or other amount herein provided within 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*, Applied Concepts, 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.
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 lessor or his agent, as provided in the equipment rental contract, and such contract shall not be 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 thirty (30) day notice for non performance on the part of ACI. The cancellation will be without penalty under the provisions of this section only.
9. Applied Concepts, 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 term. If Renter cancels for any reason other than those listed in section # 7, # 8, or # 14 an amount equal to 3 months rent will be due and payable as a penalty for early termination.
10. 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 the **County of Hays, Texas**. The parties also consent to the laws of the State of Texas in interpreting provision of this contract.
11. 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 1.) funds budgeted and appropriated for that purpose during such fiscal period; or 2.) 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 Applied Concepts, Inc. or its assignee on the date of such termination in the manner set forth in Section 5 hereof and 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 120 days from the date signed by Applied Concepts, Inc. Any rental agreement executed after that date must be approved by Applied Concepts, Inc. prior to it being valid. Acceptance of an order and or shipping of the above-described merchandise constitutes acceptance by Applied Concepts, Inc.
14. At any time during or within 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. Entered into this _____ day of _____, 2011

By:  (Gena Locke)
For: Tim Carrio, Regional Sales Manager
Dated: 05/03/2011


Approved by Sales Management

Signature of Authorized Official on behalf of Hays Co TX DPS

Printed Name

Title