

PURCHASE AND SERVICES AGREEMENT



Local Area Office
 3114 Ash Ave.
 McAllen, TX

Customer Billing Information
 Hidalgo County
 4000 1/2 St.
 Edinburg, TX

RECEIVED BY
 COUNTY AUDITOR
 SECURITY
 ARGUS SYSTEMS
 FEB 21 PM 2 51

THIS AGREEMENT made this 23 day of Sept, 2010, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County 4000 1/2 St. Edinburg, TX 78539 hereinafter called the "Client", at (site address) 111 S. 9th Street Edinburg, TX 78539

1. **Agreement:** Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed security systems ("System") described in the Schedule of Protection set forth below:

A. **Type of Transaction:** (check boxes that apply) Purchase Company Owned System Services

B. **Services to be Provided:** (check boxes that apply)

<input checked="" type="checkbox"/> Burglar Alarm Monitoring \$ <u>25.00</u>	<input type="checkbox"/> Opening/Closing Logging \$ _____	<input type="checkbox"/> Fire Alarm FSC (inc insp/test) \$ _____
<input type="checkbox"/> Panic/Hold-Up Monitoring \$ _____	<input type="checkbox"/> Opening/Closing Log w/Sched \$ _____	<input type="checkbox"/> Fire Alarm Insp () A or () S \$ _____
<input type="checkbox"/> Residential Fire Alarm Monitoring \$ _____	<input type="checkbox"/> O/C Reports () Mthly () Wkly \$ _____	Billed: () On Insp () In Advance
<input type="checkbox"/> Commercial Fire Alarm Monitoring \$ _____	<input type="checkbox"/> Video Surveillance System FSC \$ _____	<input type="checkbox"/> FA Sens Test () A or BIA \$ _____
<input type="checkbox"/> Sprinkler Alarm Monitoring \$ _____	<input type="checkbox"/> Access Control System FSC \$ _____	Billed: () On Insp () In Advance
<input type="checkbox"/> Elevator Monitoring \$ _____	<input type="checkbox"/> Burglar Alarm FSC + Annual Insp. \$ _____	<input type="checkbox"/> Cellular Radio Transmission \$ _____
<input type="checkbox"/> Temp Alert Monitoring \$ _____	<input type="checkbox"/> Burglar Alarm FSC + Semi-Ann Insp. \$ _____	<input checked="" type="checkbox"/> Other <u>ADMINISTRATIVE</u> \$ <u>399</u>

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System Purchase:** The price ("Price") of the equipment inclusive of the installation thereof shall be \$ _____ Dollars plus applicable taxes. The terms of purchase are as follows: Deposit \$ _____; upon 100% completion \$ _____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

- If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company are returned forthwith.
- Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THIS SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ _____ for installation plus tax (if applicable) and the sum of \$ _____ per month plus tax (if applicable), payable monthly; quarterly; semi-annually; annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0) through (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. The expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. **Additional Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 28.99 Service/Monitoring Fee plus tax (if applicable) per month, payable monthly; quarterly; semi-annually; annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0) through (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. **Receipt of Copy:** CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CIRCUMSTANCES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION, MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CONSTITUTE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing.	4-DP7435 motions	731.25 equip
Vista 20 panel	2- 1075 doors	28.99 mont
exterior & interior sirens	1- FG 730 glassbreak	
battery & transformer	3 panic buttons	\$ <u>760.24</u>

ASG SECURITY / ARGUS SECURITY SYSTEMS
 (Alarm Security Group LLC)
 Sales Representative (Print/Signature) Rene Ramirez - Dora Calamera
 Company Authorized Signature _____
 Title _____
 Date _____

Accepted by:
 Client's Name Rene Ramirez Date _____
 Client's Authorized Signature _____
 Printed Name Rene Ramirez Title Hidalgo County Judge
 Business Telephone _____ Email _____

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

State License B-12478; ACR-2242-C; ECR-1767
 In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau.
 Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, (512) 424-7710.

THIS IS A CONTRACT - READ BOTH SIDES CAREFULLY

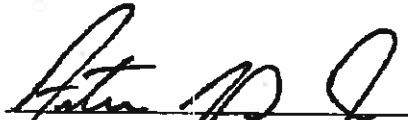
ASG-ARGUS SECURITY SYSTEMS
A DIVISION OF ALARM SECURITY GROUP, LLC

Hidalgo County 430th District Court

BURGLAR ALARM MONITORING SERVICE AGREEMENT
Approved in CC on October 12, 2010

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539


Arturo Guajardo Jr., County Clerk

AI-23317

Updated COOP Vendor's List & Monitoring/Maintenance Agreement
CC CONSENT

Date: 10/12/2010
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

RECEIVED BY
COUNTY AUDITOR
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COUNTY AUDITOR
13.K.
FEB 21 2 51 PM

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

2. Requesting authority to enter into a 12-month maintenance agreement for a folding machine standalone serial #0912631 with Pitney Bowes for the Tax Office through requisition #182817 in the total amount of \$968.00/year-effective: 11/1/2010 - 10/31/2011 (0-1100-415-15-140-001-0-432);

3. Requesting authority to enter into a 12-month monitoring agreement with (ASG) Argus Security Group LLC for the 430th District Court through requisition #183216 in the total amount of \$28.99/month-effective: Upon approval (0-1100-412-00-010-001-0-413)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-432
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes
BUDGETARY IMPACT:
\$968.00 available funds in req#182817 as of 10-08-10. rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-010-001-0-413
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes
BUDGETARY IMPACT:
\$86.97 available funds in req#183216 as of 10-08-10. rc

Attachments

Link: Revised COOP Vendor's List
Link: Pitney Bowes Tax Office

*** RX REPORT ***

RECEPTION OK

TX/RX NO	6416
DESTINATION TEL #	9563810477
DESTINATION ID	
ST. TIME	03/21 10:43
TIME USE	01'24
PGS.	4
RESULT	OK

Maricela Cortez Salinas
Court Coordinator

Eloy Garcia
Asst. Court Coordinator



Adelaido "Al" Flores, Jr.
Official Court Reporter

Fidel Perez, III
Bailiff / Interpreter

ISRAEL RAMON, JR.

Judge, 430th Judicial District Court

DATE: 3/21/13

TO: <u>Ms. M. Salazar</u>	FAX #: <u>318-2629</u>
TO:	FAX #:
TO:	FAX #:
TO:	FAX #:

FROM:

- | | |
|---|--|
| <input type="checkbox"/> ISRAEL RAMON, JR.
JUDGE | <input checked="" type="checkbox"/> MARICELA CORTEZ SALINAS
COURT COORDINATOR |
| <input type="checkbox"/> ELOY GARCIA
ASST. COURT COORDINATOR | <input type="checkbox"/> FIDEL PEREZ, III
BAILIFF |
| <input type="checkbox"/> AL FLORES
COURT REPORTER | <input type="checkbox"/> _____ |

NUMBER OF PAGES: 4, INCLUDING COVER PAGE

RE: Copy of Monitoring Maintenance Agreement

COMMENTS

is attached.
