



FIRST STATE SECURITY AND ALARMS

3600 N. 23rd. Street
308
McALLEN, TX 78501
(956) 686-3502
1-877-465-3483

ALARM SYSTEMS
Valleywide License B-7076
Intercom • Stereo • Central Vacuum

RECEIVED
JUN 27 2013
BY: _____

MONITORING AGREEMENT

1. This agreement made and entered into this 1ST day of MAY, 20 13 between First State Security and Alarms AND HIDALGO COUNTY PCT. #4

(hereinafter called "Subscriber"), of 1102 N. DOOLITTLE RD.
EDINBURGG TEXAS 78539

2. The Company agrees to provide monitoring and notification services for a MONTHLY fee of \$20.00
YRLY / \$240.00 due and payable in advance quarterly commencing on MAY 1ST.

3. The Company's sole obligation under this agreement shall be to monitor signals received by means of the Subscriber's electronic-protective system and to respond thereto by making every reasonable effort to transmit notification of the alarm promptly to the Police, Fire, or other authorities and/or the person or persons whose names and telephone numbers are set forth in the Notification Instruction or as same may be changed on written notification by the Subscriber from time to time, unless there is just cause to assume that an emergency condition does not exist.
4. The electronic-protective system at Subscriber's premises is not the property of the Company, and said system is to be kept in working condition by the Subscriber. The Company cannot be responsible, at any time, for its working condition or any failure of same.
5. The Subscriber shall properly set the electronic-protective system for the protection required. The Subscriber shall carefully test the electronic- protective system each time same is set and shall immediately report any inadequacy or failure of said system to the Company and to a service representative for repair.
6. The Company shall not be obligated to perform any monitoring service hereunder during any time when any necessary telephone equipment is not in working order since signals to Company are received solely by means of telephonic communication.
7. It is agreed that the Company is not an insurer and that the payment hereinbefore named is based solely upon the value of the services herein described and it is not the intention of the parties that the Company assume responsibility for any loss occasioned by malfeasance or misfeasance of the services under this agreement or for loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of the Company, by virtue of this agreement or because of the relationship hereby established. Subscriber shall be responsible for obtaining their own insurance coverage for any of the above losses.
8. If the Company is found liable for any loss or damage due to its negligence or the failure to perform its obligations in this agreement, including installing, monitoring, repairing or taking over the system, in any respect at all, the Company's maximum liability will be \$250.00.
9. The Company shall not be liable for any loss or damage to Subscriber or to third parties caused by defects of deficiencies in the electronic- protective equipment of any Subscriber nor shall the Company incur any liability for any delay in response time or non-response of Police, Fire, or other authorities, institutions or individuals notified by the Company, and Subscriber shall hold Company harmless therefrom and assume the risk for said loss or damage.
10. Company's liability under this agreement is limited to the repair or replacement of defective parts.
11. This agreement shall remain in full force and effect for a period of 6 months from the date of execution.
COUNTY MAY TERMINATE WITHOUT CAUSE ON THIRTY DAYS WRITTEN NOTICE.
12. This contract may be cancelled by either party in the event that the premises are destroyed by fire, windstorm or other catastrophe so as to substantially damage the premises in a way that makes it impractical to continue service thereto.

14. This agreement shall be construed in accordance with the laws of TEXAS as are now in force and hereinafter amended.
15. This contract contains the entire agreement between parties hereto and cannot be altered without the written consent of both parties.
16. Company reserves the right for termination of services if contracted account is past-due more than 60 days from billing date. This is hereby agreed and accepted.

By: _____
Title: OWNER
Date: _____

SUBSCRIBER

By: _____
Date: _____

Contract Number
GD004592

Angela Garcia

From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, May 16, 2012 10:00 AM
To: angela.garcia@co.hidalgo.tx.us; 'Rumaldo Munoz'
Cc: 'Darlene Betancourt'; 'Matilde Faz'; 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)

Importance: High

Ms. Angela:

Please attach this e-mail to agenda item 32075 as I asked yesterday. We took no action and announced that it would be on for 5-22-12. Let me know when done.

Thanks,
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, May 16, 2012 7:18 AM
To: 'Martha Salazar'
Subject: RE: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, May 15, 2012 4:37 PM
To: 'Steve Crain'
Cc: 'Darlene Betancourt'; 'Tanya.Delira'; 'Rumaldo Munoz'
Subject: FW: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)
Importance: High

Mr. Crain:

Attached is the agreement we could not take action on today as the vendor had not returned document with the recommended changes below. It appears that vendor has made said changes and is ready for your review and comment as to form.

Thanks,
Marty

From: Rumaldo Munoz [mailto:rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, May 15, 2012 3:40 PM
To: Martha Salazar
Subject: Re: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)
Importance: High

----- Original Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: 5/16/2012 12:49:57 AM
To: "'Rumaldo Munoz'" <rumaldo.munoz@co.hidalgo.tx.us>
Subject: RE: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)

Please have them fax again as we cannot find it. Sorry about the inconvenience. Is there any chance they could e-mail?

Marty

PS Use 956-318-2629 fax number.

From: Rumaldo Munoz [mailto:rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, May 15, 2012 2:13 PM
To: Martha Salazar
Subject: Re: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)
Importance: High

Yes they had faxed it to your department on 5/3/12.

Munoz

----- Original Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: 5/15/2012 11:45:11 PM
To: "Rumaldo Munoz" <rumaldo.munoz@co.hidalgo.tx.us>
Subject: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)

Mr. Munoz:

The vendor is telling you that they made the changes below and returned via fax on 5-3-2012?

Or was it only the change about yearly or monthly?

Marty

PS We cannot find any fax with the changes below. We only have the one correcting the monthly vs. yearly/annual.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 12:26 PM
To: 'Blanca Mayorga'; 'Rumaldo Munoz'
Subject: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)
Importance: High

Ms. Blanca, disregard previous notes to you. Mr. Rumaldo, please have vendor make the rest of the corrections.

Thanks,

Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, April 26, 2012 7:31 AM
To: 'Martha Salazar'
Subject: RE: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)

Marty: These are the remaining comments to the monitoring contract. In numbered paragraph 11, put a period after the word "execution" and delete the rest of paragraph 11. Add a sentence to paragraph 11 that County may terminate without cause on thirty days written notice. Delete numbered paragraph 13.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, April 25, 2012 2:37 PM
To: 'Steve Crain'
Cc: 'Blanca Mayorga'
Subject: FW: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)

Mr. Crain:

Please review and comment as to form.

Marty

From: Blanca Mayorga [<mailto:blanca.mayorga@co.hidalgo.tx.us>]
Sent: Wednesday, April 25, 2012 2:26 PM
To: 'Martha Salazar'
Subject: Agenda Item #AI-32075 (5/8/12-First State Security and Alarms)

Ms. Marty,

Please forward for legal review.

Thanks,

Blanca E. Mayorga, Purchase Order Specialist

2802 S. Business Highway 281

Edinburg, Texas 78539

Phone: (956)318-2626 Ext 4869

Fax: (956)292-7612

blanca.mayorga@co.hidalgo.tx.us