

Requisition

Req # 00281912

PO #

Date: 08/05/15

Bill To: x
x

Vendor : 399140
ALARM SECURITY GROUP LLC
ASG SECURITY
P.O. BOX 650837
DALLAS TX 75265-0837

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MARY GARCIA
956-289-7472

Contract No:

Special Instructions:
C-202

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	MONTH	ASG CONNECT FOR THE ELSA OFFICE AT 708 E EDINBURG ST ELSA, TX 78543 956-292-7622	33.95	169.75
5.00	MONTH	BURGLAR ALARM MAINTENANCE	5.00	25.00
1.00	EACH	ALARM SYSTEM INSTALLATION FEES	389.00	389.00
5.00	EACH	ADMINISTRATION FEES	3.99	19.95
		<u>Account No</u>	<u>Encumbrance</u>	
		5-1100-415-15-140-001-0-413	214.70	
		5-1100-415-15-140-001-0-430	389.00	
			Freight	.00
			Total	603.70
		ALARM SYSTEM FOR THE ELSA OFFICE LOCATED AT 708 E EDINBURG ST STE B EDINBURG TX 78543		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*Agenda
5/1/19*

Authorized By: _____

AI-51119

Tax Office

CC CONSENT

Meeting Date: 09/15/2015

Submitted For: Lisa Vela, PURCHASING DEPT. Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of agreement monitoring services with ASG Security for the duration of term as stated on 2C of agreement including the continuation of services through the life term of the monitoring equipment in place by user department with the authority to execute and signing of agreement by County Judge, Court Member for the following:

- 1. Tax Office -- 708 E. Edin. Ave Ste B -- Elsa, Texas (To include new monitoring equipment and monitoring services at Elsa location.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 51100415151400010413

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2015

ACCT. #: 51100415151400010430

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

(Originator)

Lisa Vela

08/28/2015 09:57 AM

Form Started By: Lisa Vela

Started On: 08/28/2015 09:57 AM



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Corporate Info
MAS#
Site #
Job #



Local ASG Office
314 Ash Ave
McAllen, TX 78501

Customer Billing Information
2804 S. Bus - Hwy 281, Edin TX
78539

THIS AGREEMENT made this 5 day of Aug 2015, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and Hidalgo County, Elgin Tax Office hereinafter called the "Client", at (site address) 708 E. Edin. Ave Ste. B Elgin, TX. 78543

1. Agreement: Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. Type of Transaction: (check boxes that apply) [] System/Equipment Install/Purchase [X] Company Owned System [] Monthly Services

B. Services to be Provided: (check all boxes that apply; amounts listed are represented in monthly charges)

- Burglar Alarm Monitoring []
Panic/Hold-Up Monitoring []
Fire Alarm Monitoring []
Sprinkler Alarm Monitoring []
Elevator Monitoring []
Temp Alert Monitoring []
Cellular/Radio Service []
DataLink []
ASG Connect [X] 33.95
ASG Managed Access []
Burglar Alarm Maintenance [X] 5.00
Fire Alarm Maintenance []
Access Control Maintenance []
Video Surveillance System Maint. []
Opening/Closing Log Only []
Opening/Closing w/Schedules []
O/C Reports M W BW []
Fire Alarm Maint. (inc. Test&Ins) []
Sprinkler Alarm Maintenance []
Sprinkler Test & Inspect []
Fire Alarm Insp A B BM M QSA W []
FA Sens Test A B BM M QSA W []
Other: [X]
Administration Fee* \$3.99

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

2A. System/Equipment Purchase: The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be \$ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$; upon Equipment Delivery \$; upon 100% completion \$. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. 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 at the 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 bureaus 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 THE 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 \$ 389.00 for installation plus tax (if applicable) and the sum of \$ 38.95 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 (9.0). 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 date of 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. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 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 (9.0), (9.1), (9.2) and (9.3). 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 date of 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. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES 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 OF EQUIPMENT, ITS 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 CREATE 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 TO THE 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.

Install of Alarm System
1-2sig 2-Dr. Contacts 1-Motion Schedule of Equipment to be Installed 1-Keypad
See Attachment: (if applicable) Schedule of Equipment and Pricing. 1-Trans 1-Door 3-Glass Breaker.

ASG SECURITY (Alarm Security Group LLC)
Noe Mendoza
Sales Representative (Print/Signature)
Company Authorized Signature

Accepted by:
Mary Jackson
Client's Name
Date 8-5-2015
Mary Jackson
Client's Authorized Signature



Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 05 day of AUGUST, 2015, between ASG Security (Company) and HIDALGO TEXAS COUNTY, ELSA TAX OFFICE ("Client"), located at:

708 E. EDIN. AVE STE B. ELSA TEXAS 78543

SCOPE OF WORK / SERVICES TO BE PROVIDED:

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employees.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	Client's Authorized Signatory Date
Company Authorized Signature	Client's Name
Title	Printed Name Title
Date	Business Telephone Date

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.



STATE LICENSE B-111180

McAllen (956) 682-6344
Laredo (956) 725-5526
Other Areas (800) 683-7487
McAllen Fax (956) 686-2427
Website: www.asgsecurity.com

Hidalgo County

Proposal

We hereby propose to furnish all the materials and labor necessary for the completion of an Argus Security System to consist of the following:

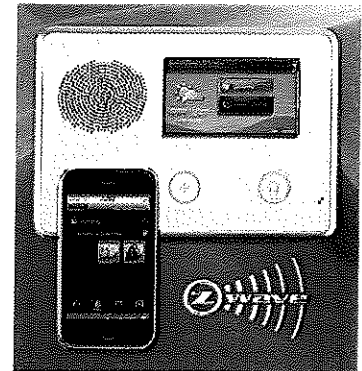
Alarm System Install

- 1-Panel (2gig)
- 1-Motion Sensor
- 1-Battery
- 1-Transformer
- 1-Keyfob
- 2-Door Contacts
- 3-Glass Break Sensors

Install Total: \$389.00

Monitoring Monthly: \$38.95

Includes: monitoring, cellular, alarm.com



All materials are guaranteed to be as specified. All work is to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance. Argus Security Systems, Inc. will carry Public Liability Insurance and Workman's Compensation on above work

Submitted by: _____
Noe Mendiola, Security Sales

Accepted by: _____

NOTE: This proposal may be withdrawn by us if not accepted within 30_ days.

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Review Of ASG Agreement-Precinct One

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

Subject : RE: Review Of ASG Agreement-Precinct One  2 attachments

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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