

ARGUS (ASG) SECURITY SYSTEMS INC.

For WIC OFFICES - LAS MILPAS

SECURITY AGREEMENT

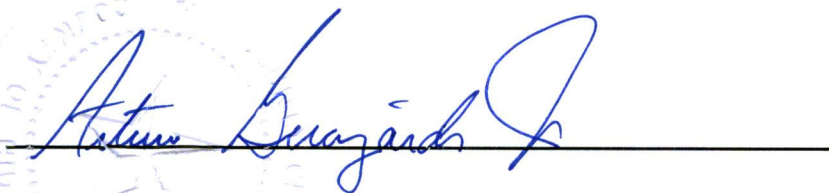
Approved on C.C. on DECEMBER 03, 2013 Ai 41896

ATTEST:

Hidalgo County Clerk

100 North Closser

Edinburg, Texas 78539



Arturo Guajardo Jr., County Clerk

AI-41896

Purchasing Department 18. 0.

CC CONSENT

Meeting Date: 12/03/2013

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Rescind action taken on 2-05-2013 Ai 36710 and accept corrected agreement for Las Milpas WIC Office.

B. Acceptance and approval of agreement for monitoring services as listed below (document approved by legal) with ASG Security for the duration of term for the agreement including the continuation of services through the life term of the equipment in place by user department with the authority to execute and signing of agreement by County Judge, Court Member. On assigned requisitions @\$19.00/Monthly for Las Milpas WIC Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 12924410035000104413

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

AGREEMENT

Form Review

Inbox
Purchasing Department
Budget & Management
Auditor's Office

Reviewed By

Date

Form Started By: Lisa Vela

Started On: 11/20/2013 10:21 AM

**Requisition
W.I.C. PROGRAM**

Req # 00244828

PO #

Date: 10/02/13

Bill To: x
x

Vendor : 54755
ARGUS SECURITYSYSTEMS INC.
314 ASH AVENUE
MCALLEN TX 78501
FAX (956)686-2427

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

4886

Contract No:

Special Instructions:
AI-21663 6/22/10

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MONITORING FOR SECURITY DO NOT DUPLICATE ORDER		
6.00	MONTH	MONITORING SERVICES FOR THE LAS MILPAS WIC, 125 E. LAS MILPAS RD. OCT. 2013- MARCH 2014 WITH OPTION MIGHT INCREASE APRIL 2014- SEPT. 2014	19.00	114.00
6.00	MONTH	MONITORING SERVICES FOR HIDALGO WIC 702 E.TEJANO, MONITORING 18.70 + MONITORING DAILY TEST FIRE 5.50+MONITORINGFIRE 5.00 + MONITORING OPEN / CLOSE 16.50 = 44.00	44.70	268.20
6.00	MONTH	MONITORING SERVICES FOR MERCEDES , 540 E. TEXAS OCT, 2013 THRU MARCH 2014 WITH OPTION P.O. MIGHT INCREASE FOR APRIL 2014 THRU SEPT. 2014	20.90	125.40
6.00	MONTH	MONITORING SERVICES FOR ALTON WIC , 3519 W. MAIN, OCT. 2013 THRU MARCH WITH OPTION P,O, MIGHT INCREASE FOR THE MONTHS OF APRIL 2014 THRU SEPT. 2014	19.00	114.00
6.00	MONTH	MONITORING SERVICES MISSION WIC , 722 E. BREYFOGLE FOR OCT. 2013 THRU MARCH 2014 WITH OPTION P..O. MIGHT INCREASE FOR APRIL 2014 THUR SEPT. 2014	19.00	114.00
6.00	MONTH	MONITORING SERVICES FOR ROMA WIC , 1505 N. GRANT FOR OCT 2013 THRU MARCH 2013 WITH OPTION P.O. MIGHT INCREASE FOR THE MONTHS OF APRIL 2014 TRHU SEPT.2014	15.00	90.00
6.00	MONTH	MONITORING SERVICES FOR ALAMO WIC #2 , 1429 S. TOWER RD. FOR OCT. 2013 THRU MARCH 2014 WITH OPTION P.O. MIGHT INCREASE FOR THE MONTH OF APRIL THRU SEPT. 2014	15.00	90.00
6.00	MONTH	MONITORING SERVICES FOR WESLACO WIC , 417 S. OREGON FOR OCT.2013 THRU MARCH 2014 WITH OPTION TO INCREASE P.O. FOR APRIL 2014 THRU SEPT. 2014	20.90	125.40
6.00	MONTH	MONITORING SERVICES FOR SAN JUAN WIC , 509 E. EARLING FOR OCT. 2013 THRU MARCH 2014, WITH OPTION P.O. MIGHT INCREASE FOR APRIL 2014 THUR SEPT. 2014	20.90	125.40
		Account No	Encumbrance	
		3-1292-441-00-350-001-4-413	1,166.40	
			Freight	.00
			Total	1,166.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

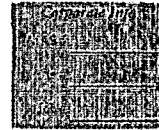
Authorized By: _____



COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Local ASG Office
517 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS



THIS AGREEMENT made this 13th day of NOVEMBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY Las Milpas WIC Clinic # 1211, hereinafter called the "Client", at (plus address) Las Milpas WIC Clinic # 1211 125 B Las Milpas Rd Ste 5 Pharr, TX

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

A. Type of Transaction (check boxes that apply) [] System/Equipment Install/Purchase [] 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 \$19.00
Peric/Hold-Up Monitoring
Fire Alarm Monitoring
Sprinkler Alarm Monitoring
Elevator Monitoring
ASG Contact
ASG Video
ASG Managed Access
Cellular/Radio Service
Data Link
Burglar Alarm Maintenance
Fire Alarm Maintenance
Access Control Maintenance
Video Surveillance System Maint
Opening/Closing Log Only
Opening/Closing w/Schedules
O/C Reports
Fire Alarm Maint. (inv. Tests & Ins)
Sprinkler Alarm Maintenance
Sprinkler Test & Inspect
Fire Alarm Insp
FA Sens Test
Other
Administration Fee* \$3.99

(Complete 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 requested 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 variations 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 \$... 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 (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) years 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) years 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/Warranty: 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.

Schedule of Equipment to be Installed
See Attachment: (If applicable) Schedule of Equipment FOR AMENDMENT TO AGREEMENT
ASG SECURITY (Alarm Security Group) LLC
Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date
Accepted by:
Client's Authorized Signature
Date
Client's Name
Printed Name
Title
Business Telephone
Date

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.

AL: 83-277; AR: E-81 2019041; CA: 7240; DC: 82290-343; DE: 02-71; FAX: 3211; FLA: 638 103-714; FLS: 80 1006629; GA: 1VA23282; HI: 16482; ILL: 633-1038; IN: 16482; IOWA: 319-333-1038; MD: 410-333-1038; MI: 313-333-1038; MN: 612-333-1038; MO: 314-333-1038; MS: 601-333-1038; MT: 406-333-1038; NC: 704-333-1038; ND: 701-333-1038; NE: 402-333-1038; NH: 603-333-1038; NJ: 908-333-1038; NM: 505-333-1038; NV: 702-333-1038; NY: 516-333-1038; OH: 614-333-1038; OK: 405-333-1038; OR: 503-333-1038; PA: 610-333-1038; RI: 401-333-1038; SC: 803-333-1038; SD: 605-333-1038; TN: 615-333-1038; TX: 951-333-1038; UT: 801-333-1038; VA: 703-333-1038; VT: 802-333-1038; WA: 206-333-1038; WI: 414-333-1038; WY: 307-333-1038; FAX: 811-400; ACH: 800-1234; ECR: 1-800; BCR: 800; Sec. Alarm Security-87-7822; CA: 6252174-903; FLA: 61-8632; TX: 8282524; WA: 416042123; Other Locations in

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

Approved by Consultant's Court on 12-3-13 RO



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 13th day of NOVEMBER, 2013, between ASG Security (Company) and HIDALGO COUNTY Las Milpas WIC Clinic # 1211 ("Client"), located at:

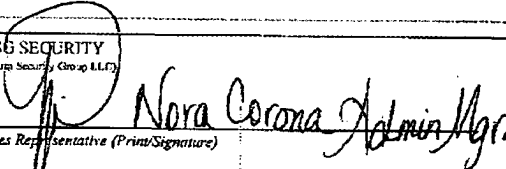
Las Milpas WIC Clinic # 1211 135 E. Las Milpas Rd. Ste E. PEARL, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

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, to the extent provided for under the Constitution and the Laws of the State of Texas, 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 persons, which losses, damage 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 employee.

ASG SECURITY <small>(Alpha Security Group LLC)</small>		Accepted by:	
 Sales Representative (Print/Signature)		Client's Authorized Signature	
Company Authorized Signature		Date	
Title		HIDALGO COUNTY Las Milpas WIC Clinic # 1211	
Date		Client's Name	
		Printed Name	
		Title	
		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.

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 be 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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**Requisition
W.I.C. PROGRAM**

Req # 00245301

PO #

Date: 10/10/13

Bill To: x
x

Vendor : 54755
ARGUS SECURITYSYSTEMS INC.
314 ASH AVENUE
MCALLEN TX 78501
FAX (956)686-2427

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: mgonzalez
956-381-4646

Contract No:

Special Instructions:
Open P.O. the Alarms

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	LOT	OPEN P. O. FOR ALARMS REPLACE BATTERIES/ CHECK ALARMS DO NOT DUPLICATE ORDER		
1.00		OPEN P.O. FOR WIC CLINICS WITH ARGUS ALARM WHEN NEEDED TO REPLACE BATTERIES / OR CHECK ALARM. OPTION P.O. MIGHT INCREASE	500.00	500.00
		<u>Account No</u>	<u>Encumbrance</u>	
		3-1292-441-00-350-001-4-432	500.00	
			Freight	.00
			Total	500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____