

Contract # 2041
Initial Term Start Date: 4/24/2014
Renewal Term Start Date: 4/24/2015
Job #
CS #
Customer # 10-2041

SALE/INSTALLATION/SERVICES AGREEMENT

This Agreement is dated between Starr Telecom, D/B/A STE Monitoring (the "Company") and you (the "Customer"). This Agreement cover the system described on the attached Schedule of Detection or any system the Company takes over from another Company (the System") and any services requested below for the System Address (the "Premises") listed below. The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

NAME: Hidalgo County Forensic Center
EMAIL ADDRESS:
ADDRESS: 3100-A South Business Highway 281 CITY: Edinburg STATE: TX ZIP: 78539
BILLING ADDRESS: Hidalgo County District Attorney's Office
100 N. Closner, Room 303
Edinburg, TX 78539

System Usage:

The Following Specific Terms Apply Only If a Charge for Them is Shown and They are Requested Below

CHARGES AND FEES:

- A) Sale and Installation: \$
- B) Takeover: \$ 150.00

Due at Signing: \$
Due when System is substantially installed: \$

Monitoring and Repair Fees: Security Alarm \$ 15.00 / Monthly, Fire Alarm \$ 20.00 / Monthly
Additional Services (as noted):
Cellular 2 Way Voice:
Camera System:
Empower:
Other:
Total Monthly Fees: \$ 35.00

ALL FEES ARE DUE MONTHLY IN ADVANCE

- A. **INSTALLATION** The Company agrees to install the System and the Customer agrees to pay any installation fee. The Company assumes no responsibility for any delay in installation. Customer warrants that it is the owner of the Premises or has full authority from the owner or other person in control of the Premises to permit the installation of the System. In doing so, the Customer will not violate any other agreement. Company is authorized to make any preparation such as drilling holes, driving nails, or making attachments or doing other things necessary to perform the installation of the System. Customer shall at its own expense provide 110VAC electric service, electric, outlets, current through Customer's electric meter, and communication service.
- B. **TAKEOVER.** The Company agrees to take over the operation of the Customer's existing System and the Customer agrees to pay the fee for taking it over. The Customer represents that it owns the System. Company cannot represent that the system previously installed by others will function as intended.



Any existing equipment and/or writing found to be defective or inoperable during the takeover will be repaired and/or replaced on a time and materials basis. Customer must contact previous provider and ensure control panel data lock code has been changed to the manufacture's default PRIOR TO Company performing the takeover. After takeover, the Company will always own the transmitting device, which contains the Company's proprietary data and which the Company will always own.

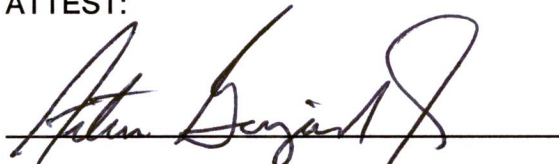
- C. **SALE.** The Company agrees to sell the System and the Customer agrees to pay for it. The Company will own the System until the Customer does so. After that, the Customer will own the SYSTEM EXCEPT FOR THE TRANSMITTING DEVICE, WHICH CONTAINS THE Company's proprietary data and which the Company will always own.
- D. **MONITORING.** The company agrees to monitor signals from the System for an initial term of 1 year from the date Company begins to provide the monitoring service. The Customer agrees to pay to monitoring fees. After the initial term, the monitoring service will automatically renew for a successive 1 year term unless cancelled by either party in writing at least thirty (30) days before the end of the initial term or any renewal term. Customer shall pay the pro rate share of the monthly charge for the month in which the monitoring service commences. Monitoring services consist of the receipt, analysis of and dispatch for response to signals originating from the System. The Customer agrees to give the Company a completed information sheet and to update it as necessary. Once the Company receives a signal, the Company will try to notify over the regular telephone lines, the agency (s) and/or other person (s) identified on the Customers Emergency Notification List (the "list"). The Company is entitled to rely solely on the List. However, the Company will not notify anyone if it reasonably believes that notification is not required. If the Company cannot connect the System to the telephone lines or the internet service, then the Customer must contact the telephone/internet service company which will install and bill the Customer directly for any telephone/internet service company which will install and bill the Customer directly for any telephone/internet equipment.
- THE CUSTOMER UNDERSTANDS THAT THE COMPANY AND/OR ANY THIRD PARTY MONITORING PROVIDER WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF THE CUSTOMER'S TRANSMISSION SYSTEM IS NOT WORKING PROPERLY OR IF CHANGES IN THE TRANSMISSION SYSTEM PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING FACILITY. THE CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY CHANGE TO THE TRANSMISSION SYSTEM. The Customer will immediately notify the Company in writing of any problems with the System. The Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as when the Customer's transmission system has been tampered with (for example, if the telephone line has been cut) or is otherwise not working properly, or as a result of any damage or destruction to the Company's equipment or facilities. The company is not required to supply monitoring service to the Customer while such interruption continues.
- E. **REPAIR SERVICE.** Upon the Customer's request, the Company agrees to provide the repair services described below for an initial term beginning on the date of this agreement and ending 1 year later. After the initial term, the repair service will automatically renew for a successive 1 year term unless cancelled by either party in writing thirty (30) days before the end of the initial term or any renewal term. After the Company's 90 day limited warranty, the Customer agrees to pay the Company's then-current site visit fee. The Customer agrees not to allow anyone besides the Company's employees or agents to service the system. The Company will respond to service calls as soon as it reasonably can. The Company's obligation to provide the repair service described below does not cover batteries or wiring. Should any part or all of the System be damaged by acts of God, such as fire, flood, lightning ,storms, riots, strikes, or any other cause beyond the control of the Company, Customer shall pay the costs of any repairs or replacement in accordance with Company's then-current charges. The Company will provide, during the Company's normal business hours, which are weekdays, excluding holidays the Company observes, from 8:00 a.m. to 5:00p.m., all labor and materials necessary to service the System due to defects in the System and ordinary wear and tear. The Customer will pay the Company for all other service at the Company's then current-charges.

Fire Alarm and Security Services Agreement

Hidalgo County Autopsy Facility

Commissioners' Court Approved: March 18, 2014

ATTEST:



Arturo Guajardo Jr., County Clerk



THE CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGEEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT, ESPECIALLY THOSE SECTIONS RELATING TO ITS PROTECTION OF COMPANY AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY.

Ramon Garcia
Customer Signature (s)

Approved by ~~Commissioners' Court~~
on 3/18/14 Ro

[Signature]
Sales Representative

TX # B14023 ACR - 2967

NOTICE OF CANCELLATION
Date of Transaction

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OF SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRAT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: STARR TELECOM D/B/A STE MONITORING 304 W. VETERANS BLVD. PALMVIEW, TEXAS 78572 NOT LATER THAN MIDNIGHT OF.

I hereby cancel this transaction.

BUYER'S SIGNATURE _____ / _____
Date

PRINT NAME _____



GENERAL TERMS.

1. **LIMITATION OF THE COMPANY'S LIABILITY. 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 MONITORING OR SERVICING THE SYSTEM IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$ 1,000.00. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT. THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT, OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARERANTY INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTUCULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY. THIS EXCLUSION SPECIFICALLY COVERS GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWINF TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNTITIVE (DAMAGES USED TO MAKE AN EXAMPLE OD SOMEONE).**
2. **Insurance.** The Customer understands **THE COMPANY IS NOT AN INSURER.** The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions but rather are based on the cost of the system and the Company's services.
3. **Limited Warranty.** (a) for 90 days from the date when the System is substantially installed, the Company warrants that if any part of the System does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period. This limited warranty does not cover dispatch service, systems not installed by the Company (including equipment added by Company to such systems), batteries or wiring. It does not apply if the System or the materials have been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (such as fire, flood, lighting, earthquakes, tornados, etc.). (b) I f Company performs repair services, the Company warrants for a period of 30 days from the date of service. The Customer must notify the Company of any problem the Customer claims the Company's limited warranty cover within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice. (c) This limited warranty is the only warranty the Company makes, is made only if the Company performs repair services, and takes the place of all other warranties whether express or implied.
NO EXPRESS WARANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion



may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

- 4. Customer's Protection of Company.** This Agreement is intended only for the Customer's benefit. Therefore, to the extent allowed under the Constitution and laws of the State of Texas, The Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorney's fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's employees, agents and subcontractors. This protection/indemnity covers claims brought against the Company by the Customer's insurance carrier. It also includes claims arising under contract, warranty, negligence, or any other theory of liability. This also covers any damage, claim or loss which may result to the Company, Customer, or any third party if Company enters the Premises and turns off any audible alarms after being instructed by Customer or any public official or officer to do so. The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the premises and which were caused solely and directly by those employees. In the case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.
- 5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other Agreement. The Customer agrees to give the Company access to the Premises as needed to perform the services. If the Customer gives the Company keys to the Premises, the Company will not be liable for any damages caused by the loss or theft of those keys unless caused solely by Company's gross negligence or willful misconduct. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them. The Customer will immediately notify the Company in writing of any problems with the System. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the transmitting device. The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it. The Customer will not tamper or interfere with the System, nor permit other to do so. The Customer agrees that Company can record and use all communications with anyone in the normal course of the Company's business. The Customer will test the System at least weekly as well as when changes are made to its transmission system or the Premises. The Customer will immediately notify the Company in writing of any problems with the System. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the transmitting device.
- 6. The Customer's Default.** If the Customer fails to perform its obligations, The Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement. If the Company ends this Agreement, the Customer must pay the Company: (a) all amounts then due; (b) 100% of the amount due to the Company for this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) the company's reasonable collection costs, including attorney fees. If this Agreement is ended, the Company does not have a provide any service, including monitoring, after the date. In addition, the Company can peacefully enter the Premises and remove its equipment. The Company is not required to restore or redecorate the Premises if it removes the equipment. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.
- 7. System Charges.** The Customer agrees to obtain all permits and licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges. After



the initial term the Company may increase its fees if it notifies the Customer in writing. If the Customer is unwilling to pay the increased fees, it must notify the Company that it wishes to terminate the Agreement within 30 days after receiving notice of the increased fees from the Company. The company then may either terminate the Agreement or reduce the fees back to their previous levels thereby binding the Customer to the remaining term of this Agreement. If the Customer is more than 30 days late with payment, the Company can charge the Customer interest up to 1 ½% per month or the highest rate allowed by law, whichever is lower. In addition, the Customer agrees to pay the Company's reasonable collection costs, including attorney's fees, and a reasonable reconnect fee if the Company has disconnected the System.

8. **Transfers.** The Customer cannot transfer this Agreement without the Company's consent. However, the Company can transfer this Agreement or subcontract its obligation without the Customer's consent. If the Company does so, anyone to whom the Company transfers or Subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

9. **Notices: Limitations on Lawsuits: Jury Trial.** Unless otherwise indicated, all notices must be in writing. The Customer or the Company may end any portion of this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. **It is critical that the Customer give any termination notice in a timely manner.**

The Customer has no right to sue the Company and the Company has no liability to the customer to that claim. It is critical that the Customer bring any claim in a timely manner. **THE CUSTOMER AGREES THAT IT WILL CONSENT TO THE JURISDICTION OF HIDALGO COUNTY TEXAS COURTS OF COMMON PLEAS AND THE VENUE OF HIDALGO, COUNTY FOR ANY CLAIM BROUGHT UNDER THIS SECTION.**

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends.

10. **EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR ELECTRONICALLY BY PDF.** THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ANY ONE OF WHICH NEED NOT CONTAIN THE SIGNATURE OF MORE THAN ONE PARTY, BUT ALL OF WHICH SHALL TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENT. THE PARTIES AGREE THIS AGREEMENT AND THE SIGNATURES AFFIXED HERETO MAY BE TRANSMITTED AND DELIVERED BY FACSIMILE OR ELECTRONICALLY BY PDF AND THAT ALL SUCH SIGNATURES AND THIS AGREEMENT TRANSMITTED AND DELIVERED BY FACSIMILE OR ELECTRONICALLY BY PDF SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL AGREEMENT AND ORIGINAL SIGNATURES.

11. **STORAGE OF AGREEMENT AND INFORMATION.** SUBSCRIBER AUTHORIZES COMPANY TO STORE OR RETAIN THIS AGREEMENT AND ALL INFORMATION AND OTHER WRITTEN MATERIALS ON ELECTRONIC DATA OR OTHER STORAGE MEDIA AND, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY, TO DESTROY ALL WRITTEN DOCUMENTS OR MATERIALS WHICH HAVE BEEN STORED OR RETAINED ON ELECTRONIC DATA OR OTHER STORAGE MEDIA.

12. **Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the company until the Company or its authorized agent signs it off or begins installation or service. This Agreement is governed by Texas law. If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both the Customer and the Company sign.



Contract # 2041
Job #

Scope of Work

NAME:
 ADDRESS: CITY: STATE: ZIP:
 Municipality: Is an alarm user permit required:
 Select Smart Home Package:
 Additional Services:

Additional Notes

Parts List

| Part | Qty | Installation Notes |
|-------------------------------|-----|--------------------|
| Go Control Touch screen Panel | | |
| Desk Stand | | |
| Secondary Touch screen Keypad | | |
| Door/Window Contacts | | |
| Garage Door Sensor | | |
| Outdoor Gate Contact | | |
| Glass Break Detector | | |
| Motion Detector | | |
| Panic Button | | |
| Key Fob | | |
| Wall Fob | | |
| Smoke Detector | | |
| Heat Detector | | |
| Smoke/Heat/ Low Temp Detector | | |
| Carbon Monoxide Detector | | |
| Thermostat | | |
| Indoor Cameras | | |
| Outdoor Cameras | | |
| Small Appliance Mode | | |
| Wireless Router | | |
| Takeover Module | | |
| Entry Set | | |
| Deadbolt | | |
| Other Options and Notes | | |

Customer Signature (s)

Sales Representative



CS #
CUSTOMER# 10-2041

Emergency Contact List
As provided to sales representative

Verbal P.I.N. used for all emergency contacts:

1st Emergency Contact

Name: Dr. Norma Farley
Email: nfarley@rgv.rr.com
Telephone Number: (956) 292-7014 Ext: 4131
Telephone Is: Cell: (956) 905-1110

2nd Emergency Contact

Name: Olga Montero
Email: omontero@rgv.rr.com
Telephone Number: (956) 292-7014 Ext: 4133
Telephone Is: Cell # (956) 292-3809

3rd Emergency Contact

Name: Cristina Espinoza
Email: cristina.espinoza@da.co.hidalgo.tx.us
Telephone Number: (956) 292-7014 Ext: 4135
Telephone Is:

4th Emergency Contact

Name: Roy Casares
Email: roy.casares@da.co.hidalgo.tx.us
Telephone Number: (956) 318-2300 Ext: 758
Telephone Is: Cell # (956) 457-2562

5TH Emergency Contact

Name:
Email:
Telephone Number: Ext:
Telephone Is:

6th Emergency Contact

Name:
Email:
Telephone Number: Ext:
Telephone Is:

Please keep your emergency contact list current. You can make changes by calling our Customer Care Team toll-free at 1 (855) 441-0873.



AI-43603

Purchasing Department 9. N.

CC CONSENT

Meeting Date: 03/18/2014

Submitted For: Hon. R. Guerra, HC-DA

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of the Fire Alarm Monitoring and Security services agreement for Fire Alarm monitoring in the amount of \$20.00 per month and for Security Monitoring in the amount of \$15.00 per month for a combined total of \$35.00/mo. which includes administration fees for the Autopsy Facility with AL3 Enterprises, LLC , dba Starr for the duration of term as stated on 2C 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, or Court Member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-421-00-080-003-0-413

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available pending CC approval of AI-43585.

Attachments

agreement backup

Form Review

| Inbox | Reviewed By | Date |
|------------------------------|---------------------------------|---------------------------------|
| Purchasing Department | Marty Salazar | 03/14/2014 02:46 PM |
| Budget & Management | Obdett Calzada | 03/14/2014 02:49 PM |
| Glinda Pacheco | Glinda Pacheco | 03/14/2014 03:46 PM |
| Glinda Pacheco | Glinda Pacheco | 03/14/2014 03:47 PM |
| Auditor's Office | Monica Badillo | 03/14/2014 05:00 PM |
| Form Started By: Oscar Garza | | Started On: 03/14/2014 01:11 PM |
| | Final Approval Date: 03/14/2014 | |