CC CONSENT AGENDA 09/01/15

E. AI-50879 Veteran Service Office:
Requesting authority to enter into a 48-month new (capital) lease copier for a RICOH AFICIO MP C4503 through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA contract DIR-SDD-3041 through Requisition #279991 in the amount of $181.74/month-equipment, 5,000 B/W impressions @ $34.50/month & 1,850 color impressions @ $79.18/month with a total of $295.42/month, effective upon approval.

F. AI-50897 Public Defender's Office:
Requesting authority to enter into a 48-month new (capital) lease copier for a RICOH AFICIO MP C4503 through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA contract DIR-SDD-3041 through Requisition #281576 in the amount of $145.36/month with B/w impressions at $34.50 and color impressions at $79.18 a month effective upon approval.

G. AI-50934 Constable Pct. 3:
Requesting autority to purchase equipment from Enforcement Video, LLC/Watchguard Video thru our membership/participation with H-GAC EF04-15 in the amount of $11,816.00 thru requisition #281541 to equip units 331 and 332.

H. AI-50958 Elections Department:
Requesting approval & authority to enter into a Commercial Alarm Monitoring/Equipment Purchase Agreement with Superior Alarms for an initial term of 3 years with continuation of services through the life term of the monitoring agreement, including activation fee and the execution of the required Agreements with Superior Alarms for 2 locations, the Hidalgo County Elections Training Facilities & (Warehouse) thru our membership/participation with Buyboard Contract #s 409-12 & 433-13 thru requisition #281949 in the amount of $1,985.41 and requisition #281915 in the amount of $1,030.75 including the monitoring fee of $25.00 month.

I. AI-50959 Information Technology Department:
Requesting authority to purchase 3 years renewal of Email Security Anti-Spam support 1K - 1999 users from 08/27/2015 - 08/26/2018 and Smartnet 8x5xnbd ESA c370 Email Security Appliance With SW Support from 04/01/2016 - 08/26/2018 requisition #282034 in the amount of $14,047.00 with Solid Border Inc. thru our membership/participation with buyboard 409-12 for the County wide network.

J. AI-50962 Requesting approval to exercise the sixty (60) day extension as provided under the current contract between Hidalgo County Sheriff's Office and Gregorio Pina, III, PHD, for "Professional Psychological Evaluation Services for Detention & Patrol Officers - Sheriff's Office" while procurement process is completed and have no lapse in services.

K. AI-50971 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached

AI-50958 **Purchasing Department**

CC CONSENT

Meeting Date: 09/01/2015

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Elections Department:

Requesting approval & authority to enter into a Commercial Alarm Monitoring/Equipment Purchase Agreement with Superior Alarms for an initial term of 3 years with continuation of services through the life term of the monitoring agreement, including activation fee and the execution of the required Agreements with Superior Alarms for 2 locations, the Hidalgo County Elections Training Facilities & (Warehouse) thru our membership/participation with Buyboard 409-12 & 433-13 thru requisition 281949 in the amount of $1985.41 and requisition #281915 in the amount of #1030.75 including the monitoring fee of $25.00 month.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-414-00-130-001-0-413

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2015 ACCT. #: 5-1100-414-00-130-001-0-430

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2015 ACCT. #: 5-1100-414-00-130-001-0-610

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Superior Alarm 281915

Superior Alarm 281949

Form Review

Inbox	Reviewed By	Date
	Tanya Delira	08/17/2015 09:23 AM

Form Started By: Tanya Delira Started On: 08/17/2015 09:23 AM

Requisition

Req # 00281915

PO #

Date: 08/05/15

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78501-8502
FAX (956)971-6395

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: R. DIAZ
956-318-2570

Contract No: BUYBOARD 409-12 &

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 409-12 & 401-12		
		DO NOT DUPLICATE ORDER		
1.00		XT30CDPCB - PANEL, BOARD ONLY, 2/CELLULAR MODEM/DMP	222.00	222.00
2.00		432-72 ODC W/6FT ARMORED LEAD /GRI	35.84	71.68
1.00		AL1--UL AL10000UL 12 VOLT DC AT750/ALTORNIX	99.15	99.15
2.00		1270AH 12V BAT (12VOLT 7AMP HOUR BATT/DSX	30.06	60.12
1.00		STSTEM (MISC/PROGRAMMING)	52.80	52.80
1.00		LABOR	225.00	225.00
12.00	MONTH	12 MONTH MONITORING-UL LISTED MONITORING/WIRELESS MONITORING	25.00	300.00
		Account No	Encumbrance	
		5-1100-414-00-130-001-0-413	300.00	
		5-1100-414-00-130-001-0-430	225.00	
		5-1100-414-00-130-001-0-610	505.75	
			Freight	.00
			Total	1,030.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Thursday, July 16, 2015

HIDALGO COUNTY ELECTIONS TRAINING FACILITIES (WAREHOUSE)
ATTN: ROSIE
317 N. CLOSNER
EDINBURG, TX
318-2570X5707

We are pleased to submit the following proposal for an Security System & Monitoring Services at the above location.

ADD-ON & PANEL UPGRADE TO INCLUDE:		PRICE:	CATALOG:	ITEM #:
1	PANLE, BOARD ONLY, W/CELLULAR MODEM	$222.00	DMP	XT30CDPCB
2	ODC W/6FT ARMORED LEAD	$35.84ea.	GRI	432-72
1	AL100UL 12 VOLT DC AT750	$99.15	ALTORNIX	AL100UL
2	12V BAT (12VOLT 7AMP HOUR BATT	$30.06	DSX	1270AH
1	SYSTEM DESIGN & INTEGRATION (MISC/PROGRAMMNG)	$52.80		

TOTAL PARTS/MISC	$505.75
LABOR@$75.00	$225.00
TOTAL	$730.75

MONTHLY MONITORING:			
12	UL LISTED MONITORING (WIRELESS MONITORING)	PRICE: $25.00ea.	CATALOG: OTHER SERV.

TOTAL INVESTMENT $300.00+TAX EXEMPT

HGAC/BUYBOARD 409-12 & 401-12

We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

Balance due date: On completion

_____ _____
Authorization Date

(Note: THIS PROPOSAL IS PROPRIETARY INFORMATION AND ANY DISCLOSURE TO ANY PARTY IS PROHIBITED.)

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at 682-6005X216.

Sincerely,
Flor Salazar
Sales Representative

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Superior Alarms[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to C
Superior Alarms	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$75.00		Show De
Superior Alarms	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$85.00		Show De
Superior Alarms	31% Discount Off Extreme Product Price List pricelist (31% to 33% discount) for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Vivotek pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Vitek pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Videolarm pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Videofied pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Video IQ pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Verint pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Valcom pricelist for All Other Types of Radio Communication/Surveillance Products	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off UTRAQ pricelist for GPS Vehicle Tracking Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Tripp Lite pricelist for All Other Types of Radio Communication/Surveillance Products	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Totevision pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Tek84-Sentry Scope pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Sperry West pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Speco pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Sony Security pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Sennetech pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Scallop pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Sanyo pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Samsung GVI pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Salient pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Pentax pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Pelco pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De
Superior Alarms	30% Discount Off Peerless pricelist for Digital Video Recorder Surveillance Systems	Pricing Sheet	$0.00		Show De

Showing 1 to 25 of 258 entries

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Superior Alarms[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Vendor Name:	Superior Alarms
Address:	600 Ash Avenue McAllen, TX 78501
Phone Number:	(956) 682-6005
Email:	alan@superioralarms.com
Federal ID:	74-2420252
Contact:	Alan Yoder
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Radio Communications Products
Contract#:	433-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	1% in 10/Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	433-10
Return Policy:	New parts are accepted for return within 30 days ARO if in manufacturers box. We will issue credit, exchange or refund depending upon circumstances

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

- All
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Refine Your Search:

Vendors
Superior Alarms[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Vendor Name:	Superior Alarms
Address:	600 Ash Avenue McAllen, TX 78501
Phone Number:	(956) 682-6005
Email:	alan@superioralarms.com
Federal ID:	74-2420252
Contact:	Alan Yoder
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Fire & Security Systems & Monitoring
Contract#:	401-12
Effective Date:	10/01/2012
Expiration Date:	09/30/2015
Payment Terms:	1%in 10/Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	TX Dept of Pub Safety License for Security Contractor - Alarm Systems Co. (expires 3/31/2013); State of Texas Fire Alarm Certificate of Registration (expires 11/14/2013)
Quote Reference Number:	401-12
Return Policy:	returns accepted on new parts within 30 days if in manufacturer's sealed box.

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Contact us 800-695-2919

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
Superior Alarms	Monthly Rate for Monitoring Various Types of Security Related Systems		$29.95	1	$29.95
				Grand Total:	**$29.95**

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-8653-8[illegible]
Tel. (956) 682-6005 - Fax 213-1147

We send the police there in a hurry!

June 18[illegible] 201[illegible]

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.

2. Paragraph IV. B. add to beginning of paragraph "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity."

County of Hidalgo
2902 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

_____
Title

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

_____
President

Zimbra **martha.salazar@co.hidalgo.tx.us**

Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jun 20, 2013 09:50 AM

Subject : Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION 1 attachment

To : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Matilde Faz <matilde.faz@co.hidalgo.tx.us>

Ladies:
This e-mail will serve as approval to form by our legal counsel. I am so relieved after two years we can finally get these invoices processed.
Marty

PS Supporting documentation for agenda item.

From: "Steve Crain" <scrain@atlashall.com>
To: "Alan Yoder" <alan@superioralarms.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, June 19, 2013 4:20:13 PM
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Please send the two signed originls to Martha Salazar at the Hidalgo County Purchasing Department. Thanks.

From: Alan Yoder [mailto:alan@superioralarms.com]
Sent: Wednesday, June 19, 2013 3:45 PM
To: 'Steve Crain'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Ok, Are you planning on getting it signed by the County Judge and would you like me to bring over 2 copies of it already signed on our side so that you can just return to us 1 copy?

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms *(Established 1986)*
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax
Put our 27 years of experience to work for you!
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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 19, 2013 3:14 PM
To: 'Alan Yoder'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

That works.

From: Alan Yoder [mailto:alan@superioralarms.com]
Sent: Wednesday, June 19, 2013 2:44 PM
To: 'Stephen L. Crain'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Steve,

This is the third and FINAL draft of the addendum.

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms *(Established 1986)*
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax
Put our 27 years of experience to work for you!
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From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 19, 2013 2:16 PM
To: alan@superioralarms.com
Subject: Addendum to Commercial Alarm Monitoring Agreement

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221

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Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall
Rodriguez

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Atlas Hall Rodriguez **image001.jpg**
5 KB

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Zimbra **debbie.tamez@co.hidalgo.tx.us**

RE: Regular AI-49119 - Purchasing for HIDTA

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Mar 31, 2015 08:22 AM

Subject : RE: Regular AI-49119 - Purchasing for HIDTA

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Cc : 'Linda Fong' <linda.fong@auditor.co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>, nolivarez@hidtataskforce.us, 'Dina Trevino' <dina.trevino@co.hidalgo.tx.us>, 'debbie tamez' <debbie.tamez@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty,

We obtained a legible copy of the Superior Alarms agreement with HIDTA and note that the addendum (referred to below) applies to future agreements. Therefore, I approve as to form.

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, March 30, 2015 4:57 PM
To: josephine ramirez
Cc: Linda Fong; victor garza; nolivarez@hidtataskforce.us; Dina Trevino; debbie tamez
Subject: Re: Regular AI-49119 - Purchasing for HIDTA

Ms. Josie:
Spoke to Victor earlier. He was going to get a legible copy from Ms. Nelda and give us a response in the am.
Marty S.

PS I will ask that item be approved subject to legal review in the abundance of caution.

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: nolivarez@hidtataskforce.us, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Monday, March 30, 2015 4:43:18 PM
Subject: RE: Regular AI-49119 - Purchasing for HIDTA

Marty,

Do we have an agreement with Superior Alarms that the addendum approved in 2013 applies to all future contracts? If so, then I approve as to form.

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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THE COMMUNICATION.
****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, March 30, 2015 4:22 PM
To: Linda Fong; victor garza
Cc: nolivarez@hidtataskforce.us; Dina Trevino; debbie tamez; josephine ramirez
Subject: Re: Regular AI-49119 - Purchasing for HIDTA

Counselor Garza:
Please review comments below. I have attached all documentation for your response.
On tomorrow's agenda for action.
Yours truly,
Marty S.

From: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
To: nolivarez@hidtataskforce.us, "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Monday, March 30, 2015 4:03:20 PM
Subject: Regular AI-49119 - Purchasing for HIDTA

Please attach legal counsel's review and approval of agreement. The attached email of legal's approval is from 2013. Victor previously advised me in CCT that we should not rely on the approval of a previous agreement.

Thank you.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

Zimbra **debbie.tamez@co.hidalgo.tx.us**

RE: Regular AI-49119 - Purchasing for HIDTA

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Mar 31, 2015 08:22 AM

Subject : RE: Regular AI-49119 - Purchasing for HIDTA

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Cc : 'Linda Fong' <linda.fong@auditor.co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>, nolivarez@hidtataskforce.us, 'Dina Trevino' <dina.trevino@co.hidalgo.tx.us>, 'debbie tamez' <debbie.tamez@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty,

We obtained a legible copy of the Superior Alarms agreement with HIDTA and note that the addendum (referred to below) applies to future agreements. Therefore, I approve as to form.

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, March 30, 2015 4:57 PM
To: josephine ramirez
Cc: Linda Fong; victor garza; nolivarez@hidtataskforce.us; Dina Trevino; debbie tamez
Subject: Re: Regular AI-49119 - Purchasing for HIDTA

Ms. Josie:
Spoke to Victor earlier. He was going to get a legible copy from Ms. Nelda and give us a response in the am.
Marty S.

PS I will ask that item be approved subject to legal review in the abundance of caution.

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: nolivarez@hidtataskforce.us, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Monday, March 30, 2015 4:43:18 PM
Subject: RE: Regular AI-49119 - Purchasing for HIDTA

Marty,

Do we have an agreement with Superior Alarms that the addendum approved in 2013 applies to all future contracts? If so, then I approve as to form.

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
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THE COMMUNICATION.
****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, March 30, 2015 4:22 PM
To: Linda Fong; victor garza
Cc: nolivarez@hidtataskforce.us; Dina Trevino; debbie tamez; josephine ramirez
Subject: Re: Regular AI-49119 - Purchasing for HIDTA

Counselor Garza:
Please review comments below. I have attached all documentation for your response.
On tomorrow's agenda for action.
Yours truly,
Marty S.

From: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
To: nolivarez@hidtataskforce.us, "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Monday, March 30, 2015 4:03:20 PM
Subject: Regular AI-49119 - Purchasing for HIDTA

Please attach legal counsel's review and approval of agreement. The attached email of legal's approval is from 2013. Victor previously advised me in CCT that we should not rely on the approval of a previous agreement.

Thank you.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

Part Number	Description	List Price	Buyboard Price
XR500L-G	Panel, in 350 enclosure (includes 50 VA Transformer)	$ 500.57	$ 350.40
XR500L-R	Panel, in 350 enclosure (includes 56 VA Transformer)	$ 567.43	$ 397.20
XR500NA-G	Panel, built-in IP, in 350A enclosure (includes 50 VA Transformer)	$ 762.86	$ 534.00
XR500NFC-R	Fire Control Panel, in red enclosure (includes wire-in 56 VA Transformer)	$ 951.21	$ 665.85
XR500NK-G	Panel, built-in IP, in 341 ATM enclosure (includes 50 VA Transformer)	$ 741.00	$ 518.70
XR500-NL-G	Panel, built-in IP, in 350 enclosure (includes 50 VA Transformer)	$ 741.00	$ 518.70
XR500NL-R	Panel, built-in IP, in 350 enclosure (includes 56 VA Transformer)	$ 802.93	$ 562.05
XR500NPCB	Panel, Board only (includes 50 VA Transformer)	$ 416.79	$ 291.75
XR500NPCB	Panel, built-in IP, Board only (includes 50 VA Transformer)	$ 656.57	$ 459.60
XR500NX-G	Panel, built-in IP, in 352 enclosure (includes wire-in 100 VA Transformer)	$ 1,092.43	$ 764.70
XR500NXP-G	Panel, built-in IP, in 352 enclosure, 505-12 (100 VA)	$ 1,271.78	$ 890.25
XR500X-G	Panel, in 352 enclosure (includes wire-in 100 VA Transformer)	$ 842.36	$ 589.65
XR500XP-G	Panel, in 352 enclosure, 505-12 (100 VA)	$ 1,021.71	$ 715.20
XT30CDNPCB	Panel, Board only, with Cellular Modem, Dialer, Network	$ 470.79	$ 329.55
XT30CDPCB	Panel, Board only, with Cellular Modem, Dialer	$ 317.14	$ 222.00
XT30CDS-G	Panel, in 340 enclosure, with Dialer, Cellular Modem	$ 331.93	$ 232.35
XT30CNS-G	Panel, in 340 enclosure, with Cellular Modem, Network	$ 463.93	$ 324.75
XT30CPCB	Panel, Board only, with Cellular	$ 294.00	$ 205.80
XT30CS-G	Panel, in 340 enclosure, with Cellular Modem	$ 308.79	$ 216.15
XT30DNPCB	Panel, Board only, with Dialer, Network	$ 272.14	$ 190.50
XT30DNS-G	Panel, in 340 enclosure, with Cellular Modem, Dialer, Network	$ 485.79	$ 340.05
XT30DNS-G	Panel, in 340 enclosure, with Dialer, Network	$ 287.14	$ 201.00
XT30DPCB	Panel, Board only, with Dialer	$ 95.36	$ 66.75
XT30DS/7360-_	XT30D Panel, 7360 Icon LCD Keypad, 321 Transformer, 6 per shipment	$ 887.14	$ 621.00

Part Number	Description	List Price	Buyboard Price
4532 W/2K	SW ST OVERHEAD DR 2 1/2"GAP	$ 23.73	$ 16.61
4532120	MINI OVHD DOOR SWT W/10'ARM LD	$ 69.10	$ 48.37
4532300	25FT OVERHEAD DOOR CONTACT	$ 132.62	$ 92.83
4532-36	4532 WITH 36" LEAD	$ 36.16	$ 25.31
4532-36 W/2.2K	OVERHEAD DR SW ST W/36'CBL	$ 38.79	$ 27.15
4532-48	GARAGE DR CNCT 48" ARM LEAD	$ 41.05	$ 28.74
4532-48 W/2.2K	OVERHEAD DR SW ST W/48'CBL	$ 43.75	$ 30.62
4532-72	ODC WITH 6FT ARMORED LEAD	$ 51.20	$ 35.84
4532B	OVRHD GARAGE DR SWTC OPEN LOOP	$ 37.62	$ 26.34
4532C	OVER HEAD DOOR CONTACT SPDT	$ 38.56	$ 26.99
4532CL	OVERHEAD GAR DR FORM C L-BRKT	$ 42.47	$ 29.73
4532CL-72	OVERHEAD DR SWTCH W/M-15 MAG	$ 72.46	$ 50.72
4532D-36	MINI OVERHEAD DOOR SWITCH DPDT	$ 51.04	$ 35.73
4532DL-36	OVHD DPDT W/L BRK 36"ARM LEAD	$ 54.35	$ 38.05
4532L	GAR/DR CONTACT L BRAKT MAG	$ 24.89	$ 17.42
4532L-120	4 MOUNT OVERHEAD DOOR SWITCH	$ 75.02	$ 52.51
4545-12-W	DPDT 3/8 RCSD WHITE	$ 12.89	$ 9.02
4545-96WG-B	RCSD 3/8" DPDT 96"LEAD BRWN	$ 23.54	$ 16.48
4545-96WG-W	RCSD 3/8" DPDT 96"LEAD WHITE	$ 23.54	$ 16.48
4561	MRCRY TLT SWTCH, NO SALE CALI	$ 12.59	$ 8.82
4561R	TILT SWITCH ROHS COMPLIAN	$ 16.23	$ 11.36
4561-W/2.2K	MERCURY SWT N.O. W/2.2K RES	$ 15.25	$ 10.67
4612	MINI CURTAIN DOOR SWITCH	$ 50.24	$ 35.17
4612-108	MINI CURTAIN DR SW ST W/2"GAP	$ 95.27	$ 66.69
4612-60	MINI-CURTAIN DR SW.SET W/2"GAP	$ 75.22	$ 52.66
4635	PROBE SOCKET GRAY	$ 1.51	$ 1.06
4700A	INDUSTR WIDE GAP TRK MT CL LP	$ 70.47	$ 49.33
4700A72	RAIL MT SWITCH CABLE & WIRE	$ 91.09	$ 63.76
4700-AXL	SW ST IND EX LRG TRCK MOUNT	$ 83.52	$ 58.46
4701-A	INDUSTRIAL WG TRACK MT FORM C	$ 76.80	$ 53.76
4702A W/EPAK	4702A W/1-470K RES,1 - 1K RES	$ 40.00	$ 28.00
4704120	SF MT PULL APART CNT W/JCK CBL	$ 38.56	$ 26.99
4704-180	SURF.MT.PULL APART SW.SET	$ 41.87	$ 29.31
4704-480	NON ARMORED 4704 WITH 40' LEAD	$ 58.49	$ 40.94
4704-A-1200	4704A PULL APART 100'	$ 541.53	$ 379.07
4704-A-144	MAGNA PULL SWT W/12'ARM CABLE	$ 100.78	$ 70.54
4704A180	PULL APART W/15'ARM CBL SF MT	$ 115.79	$ 81.06
4704-A-240	4704A PULL APART W/20' LEAD	$ 136.69	$ 95.68
4704A300	SWITCH SET 4704 W/25FT ARMORED	$ 165.87	$ 116.11
4704-A-360	4704A SPDP W/C FRM RD 30'AR CB	$ 190.93	$ 133.65
4704-A-480	CNT SWT 4704A SPDT W/40'CABLE	$ 241.01	$ 168.70
4704-A-60	4704A SPDT W/5'ARM CB W/C RD	$ 65.76	$ 46.03
4704-A-72	PULL APART 6'ARM CBL W/FRM C	$ 70.72	$ 49.50
4704-A-720	SPDT SW PULL APART 60' AR CBL	$ 341.19	$ 238.83

SUPERIOR ALARM

Hidalgo County Elections Department (Warehouse)

Equipment Purchase Agreement

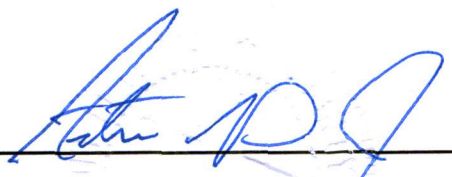
Approved on C.C. on September 1, 2015

ATTEST:

Hidalgo County Clerk

100 North Closner

Edinburg, Texas 78539



Arturo Guajardo Jr., County Clerk

SUPERIOR ALARM

Hidalgo County Elections Department (Warehouse)

Monitoring Agreement

Approved on C.C. on September 1, 2015

ATTEST:

Hidalgo County Clerk

100 North Closner

Edinburg, Texas 78539

Arturo Guajardo Jr., County Clerk

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Flor

SUBSCRIBER

NAME: Hidalgo County Elections Training Facilities Warehouse

ADDRESS: 701 S. Closner STREET

CITY: Edinburg STATE: TX ZIP CODE: 78539 SUITE/APT. NO.

TEL. NO. ( ) ( )

FAX NO. ( ) S. S. NO.

TDL# Email

COMPANY

Superior Alarms

600 Ash Avenue, McAllen, TX 78501

Ph. (956) 682-6005

FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 317 N. Closner City Edinburg State TX Zip 78539

Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☑ Panic ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☑ Other cell

TYPE OF INSTALLATION

☐ Business ☑ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Edinburg P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee $ 300.00 + tax

3 No. of payments equal payments of $ 300.00, each payable annually on the 1st day of every year, beginning July 1, 2015 and continuing regularly and annually thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.

SUBSCRIBER MUST SIGN IN THREE PLACES

Ramon Garcia
SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By Title President

Date 6-19-15

For Office Use Only Typed by Checked by

APPROVED BY COMMISSIONERS' COURT ON: 9/1/15 gmb

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date

Monitoring Information Entered By Date

Billing Information Completed By Date

Billing Information Entered By Date

Form Filed in Customer File By Date

Approved by:

Date

T.S. MOORE PRINTING 956 687 6868 5/11

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall **only** monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sloe discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees • Terms • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees • Terms • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may imposes fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OF GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTIRBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

X Ramon Flores

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) afore) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the hairs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercises shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

EQUIPMENT PURCHASE AGREEMENT (COMMERCIAL)

SUPERIOR ALARMS
600 Ash Avenue • McAllen, Texas 78501
(956) 682-6005 • 1-800-580-6001 • FAX 213-1179

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter called "this Agreement") is entered into this 19th day of June, 2015, by and between **ALAN YODER ENTERPRISES, INC., d/b/a SUPERIOR ALARMS**, a Texas corporation, whose mailing address is 600 Ash Avenue, McAllen, Texas 78501, telephone (956) 682-6005, fax (956) 213-1179 (hereinafter called "Company") and Hidalgo County Elections Warning Facilities whose mailing address is 101 S. Closner Edinburg TX 78539 telephone ( ) 318-2570, fax ( ) _____ (hereinafter called "Subscriber").

I. Sales and Installation Agreement

A. Subject to the terms and conditions herein set forth, Company agrees to sell the equipment (hereinafter called the "System") specified on the attached Rider and to install and make operational the System at the location (hereinafter called the "Premises") likewise set forth on the attached Rider. In consideration of such, Subscriber agrees to pay Company at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of 438 **AND** 10 **/100 ($) DOLLARS** as follows: (a) $ _____ upon execution of this Agreement, (b) $_____ upon substantial completion of pre-wiring and any other necessary pre- installation construction; and (c) $ 438.10 upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that if, upon scrutiny of the Premises after Subscriber's execution of this Agreement, Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider, Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement; and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

B. In order that Company may perform the installation set forth herein, Subscriber shall provide Company with unrestricted access to the Premises at all reasonable times and permit the installation, repair, service and/or maintenance of the System in accordance with the attached Rider and Company's standard practices. Subscriber will also provide adequate space, lighting and electrical power for the installation and activation of the System. Company will install the System in substantial compliance with all applicable building codes and other applicable governmental requirements; and except as may be changed or altered pursuant to Paragraph A afore, in accordance with the attached Rider and any details and instructions specified therein.

C. Subject to the terms and conditions herein set forth, Company agrees to install the System within the time indicated on the attached Rider or if no time is set forth, within ten (10) days after this Agreement becomes effective, subject to delays caused by strikes, unavailability of materials, labor shortages, delays in receipt of materials, acts of God, fire, accidents, boycotts, storm or inclement weather, force majeure and other causes beyond Company's control. If Company fails to complete the installation of the System within the applicable time limit (unless such failure results from force majeure or other caused beyond Company's control), Subscriber (as his sole remedy) may either terminate this Agreement by giving Company notice of such decision within five (5) days after the expiration of the applicable time limit, in which event Subscriber shall be entitled to receive promptly a refund of any amount previously paid hereunder and neither party shall owe to the other any further duty or obligation hereunder, or waive such failure and continue this Agreement, but with no change in Subscribers obligations under this Agreement and with no reduction in the purchase price for the System. Subscriber's failure to give timely notice of cancellation as provided in the just preceding sentence shall be deemed an election to continue this Agreement. If Subscriber is responsible for any substantial delay in installing the System, Company may, at its sole discretion, increase the purchase price for the System by ten (10%) percent per delay, as liquidated damages and not a penalty, or terminate this Agreement pursuant to Section V hereof.

D. Company shall have a security interest in the System sold hereunder until it is fully paid; and Subscriber agrees to perform all acts which may be necessary to perfect Company's security interest in the System. Should Subscriber default in any payment for the System, Subscriber authorizes and empowers Company to remove the System (to the extent allowed by law) from the Premises, to disconnect the System or to render the System incapable of communicating with any monitoring facilities by direct or remote programming or through any other means, and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code-Secured Transaction; and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default or any other legal remedies or rights. Furthermore and unless otherwise required by law, Company shall be in no way obligated to repair, restore or redecorate the Premises in the event the System is removed pursuant to this Agreement; and Subscriber hereby releases Company for all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the System shall pass to Subscriber upon delivery to the Premises, whether installed or not. Subscriber agrees that the System, upon installation, shall remain personal property; and in no event shall the System be deemed to be realty, whether affixed to Premises or not.

II. Subscribers Use of System

A. Subscriber shall follow all of Company's instructions regarding the maintenance and use of the System; and Subscriber will not allow or permit alteration of the System except in a manner approved in writing by Company. Subscriber shall test the System for proper operation at least once a month.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to the System. Unless otherwise provided in the attached Rider, Subscriber shall also reimburse Company for any building permits and other fees Company is required to pay under local or other governmental ordinances or laws in order to install the System at the Premises.

C. If Company reasonably determines that the System is generating an excessive number of false alarms or signals which may adversely affect the monitoring facilities or subject Company to liability under a contract with a monitoring facility, Company may, after notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or signals, if such excessive generation continues.

III. LIMITED WARRANTY OF COMPANY ON SYSTEM:

Company shall not have any liability to Subscriber or to anyone claiming through Subscriber whatsoever with respect to the System except under the Limited Warranty, as follows:

Company ("Warrantor") warrants to the Subscriber ("You") the System to be free from defects in materials and workmanship for one year from date of the original installation under normal use and service. Warrantor's obligation is limited to repairing or replacing, with reconditioned parts, at its option, free of charge for parts and labor, any component of the System proven to be defective in materials or workmanship under normal use and service. This Limited Warranty, however, is not transferable and obligations under it terminate if the System is resold by You. This Limited Warranty does not cover defects caused by: physical abuse to, or misuse of, the System or operation thereof in a manner contrary the accompanying instructions.

Should it appear that a defect in material or workmanship in the System exist, You should outline all pertinent detail in a written notice and deliver the notice to Company at the address of Company indicated in the introductory paragraph of this Agreement. Following receipts of the notice a representative of Company will make an inspection of the System; and if a defect in material or workmanship exist in the System, remedial correction action will be scheduled (and taken) within ten (10) calendar days after your notice.

THERE ARE NO EXPRESSED WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES MADE BY WARRANTOR TO YOU IN CONNECTION WITH THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO CASE SHALL WARRANTOR BE LIABLE TO YOU OR TO ANYONE CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY WARRANTOR'S OWN NEGLIGENCE OR FAULT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty replaces any and all previous warranties, and is the only warranty made by Warrantor on the System.

IV. Limitation of Liability

A. Subscriber understands that local governments or other governmental entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE SYSTEM ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto.

B. EVEN IF THE SYSTEM OF SUBSCRIBER IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE SYSTEM COMMUNICATES AN EMERGENCY SIGNAL TO MONITORING FACILITY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

C. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the System and its operation, except to the extent specified in Section III afore. Subscriber acknowledges and agrees that Company is not an insurer and that the purchase price for the System is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SYSTEM WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM

THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT EXCEED $1,000.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

D. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, including, but not limited to installation, service, maintenance or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

(1) the uncertain amount of value of Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System is designed to detect or avert;
(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by a monitoring facility or an audible device sounding;
(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the failure of the System; and
(4) the nature of the service to be performed by Company.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED $1,000.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES .

E. In the event any third party (including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party), makes any claim or commences any action against Company related in any manner to this Agreement or the System regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph C and D of this Section.

F. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

X Ramon Garcia
Subscriber
Ramon Garcia

V. Customer Default; Company's Remedies:

A. Subscriber will be in default and breach of this Agreement if Subscriber fails to pay to Company any fees, charges or other amounts as and when due; or Subscriber fails to perform any of Subscriber's other obligations under this Agreement and Subscriber's failure to perform continues for three calendar days after Company gives Subscriber notice.

B. If Subscriber is in default or breach of this Agreement, in addition to any other remedies provided herein or by law, Company may do any or all of the following without releasing Subscriber:

(1) by notice to Subscriber, terminate this Agreement;
(2) by notice to Subscriber, declare immediately due and payable all consideration to be paid by Subscriber under this Agreement.

All remedies provided for herein are deemed to be cumulative. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

VI. Contract For Monitoring Service

Subscriber understands that Company does not provide monitoring of emergency signals emanating from the System and if that service is desired by Subscriber, Subscriber is responsible for contracting with a monitoring facility. Superior Central Station, Inc. provides monitoring service to most of Company's customers; but Subscriber is not required to utilize that entity. Which ever monitoring service Subscriber chooses, if any, the alarm monitoring service agreement with that entity will prescribe the terms and conditions under which the System will be monitored; and Company has no responsibility for that operation and function.

VII. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical addresses of Subscriber and Company indicated in the introductory Paragraph of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company or a duly authorized agent thereof, as the case may be. All invoices by Company notifying Subscriber that an installment is due may be mailed by first class mail, postage prepaid, to the address of Subscriber indicated in the introductory Paragraph of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussion between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and except for the Section III heading shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. All Riders, schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invaiid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provisions, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, mater or thing, "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company and shall be effective only if signed by a duly authorized representative of Company.

X Ramon Garcia
SUBSCRIBER

COMPANY
ALAN YODER ENTERPRISES, INC.

By: _____
Name: Efor Salazar
Title: Sales Ref