

This Agreement, entered into this 1st day of September, 2015 ("Execution Date"), memorializes a prior oral agreement between **BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES d/b/a THE CENTER FOR HEALTH CARE SERVICES**, (hereinafter called "CENTER"), a community mental health mental retardation center established under the Texas Health and Safety Code, Section 534.001, and **MEDINA VALLEY SECURITY, INC.**, a corporation duly authorized to do business in the State of Texas, (hereinafter referred to as "CONTRACTOR"), which was entered into on September 1, 2015 ("Effective Date"), where under the oral agreement the Parties agreed to undertake and discharge the duties and responsibilities as set out herein as they relate to the purchase, installation, monitoring, maintenance, testing, and inspection of security alarm systems and fire alarm systems (collectively, "Systems") by CONTRACTOR at certain CENTER facilities, and this Memorialized Agreement accurately reflects the agreed upon duties and responsibilities of the Parties under the oral agreement as they have been performed commencing on the Effective Date recited herein and as hereinafter provided.

WHEREAS, CONTRACTOR desires to contract with the CENTER to provide for the purchase, installation, monitoring, maintenance, testing and inspection of Systems at certain CENTER facilities, as specified herein;

WHEREAS, CONTRACTOR possesses the required state licensures, professional qualifications and experience necessary for the performance of the services contemplated by this Contract; and

WHEREAS, this Contract sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.

INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1.1 Independent Contractor:

1.1.1 The relationship between the CENTER and CONTRACTOR shall be that of an independent contractor. It is agreed that CONTRACTOR will not be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant, or borrowed servant of the CENTER.

1.1.2 CONTRACTOR understands and agrees that CENTER:

1.1.1.1 Will not withhold on behalf of CONTRACTOR any sums for income tax, unemployment insurance, social security, or any other withholding;

1.1.1.2 Will not give to CONTRACTOR any of the benefits given to employees of the CENTER.

1.2. **Professional Judgment.** CONTRACTOR shall exercise its own professional judgment in the performance of the purchase, installation, monitoring, maintenance, testing, and inspection of Facility Safety and Security Systems under this Contract.

II.

OBLIGATIONS OF CONTRACTOR

2.1. **Services.**

2.1.1 CONTRACTOR shall be responsible for the purchase, installation, monitoring, maintenance, testing, and inspection of Systems at certain CENTER facilities, as specified herein, in accordance with Exhibit 'A', "SCOPE OF SERVICES", which is attached hereto and incorporated by reference.

2.1.2 CONTRACTOR will ensure that its workforce engaged in the performance of this Contract is properly trained, licensed as required by any applicable rule, law, or regulation and observes federal, state and local regulations.

2.2 **CENTER Approval of CONTRACTOR Subcontractors or Assignees.** CONTRACTOR will not subcontract or assign any of its service obligations under this Contract unless such subcontractors or assignees are approved by the CENTER'S Facilities, Fleet & Maintenance (FFM) Director in writing. Approved subcontractors or assignees of CONTRACTOR are the direct responsibility of the CONTRACTOR and all such subcontractors or assignees must comply with all terms and provisions of this Contract.

2.3 **Disclosure.** CONTRACTOR agrees to disclose to the CENTER if it or any of its subcontractors or assignees rendering services pursuant to this Contract is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this Contract.

2.4 **Immigration Reform and Control Act.** CONTRACTOR agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.

2.5 **Confidentiality of CENTER Information.** CONTRACTOR agrees that all CENTER equipment information, codes and product data provided under this Contract will not be disclosed to any third

party without the prior written approval of the CENTER'S FFM Director, unless such disclosure is required by law.

III.

RESPONSIBILITIES OF THE CENTER

3.1 Payment.

3.1.1 In consideration of the obligations undertaken by CONTRACTOR under this Contract, CENTER agrees to pay in accordance with Exhibit 'B', "PAYMENT", which is attached hereto and incorporated by reference.

3.1.2 The CENTER will make payment for monitoring, maintenance, testing and inspection services based upon a complete and accurate certified invoice approved by the FFM Director or designee upon CONTRACTOR completing the documentation necessary for the CENTER to process the invoice(s). Such invoice must be complete, legible, and properly signed with title, date, and time as required. The contents must meet the standards, reporting requirements and rules set forth by the CENTER.

3.1.3 CONTRACTOR hereby covenants and agrees that the Contract amount payable by the CENTER in accordance with this Contract includes compensation for all necessary details to accomplish the purchase, installation, monitoring, maintenance, testing and inspection of the Systems.

3.2 Staff and Facilities.

The CENTER agrees to allow CONTRACTOR access to and the use of CENTER facilities as reasonably necessary for fulfilling the service obligations of CONTRACTOR under this Contract.

IV.

INSURANCE

- 4.1 Applicable liability insurance shall be maintained by the CONTRACTOR and on behalf of any contracted or salaried employees of CONTRACTOR who provide services pursuant to this Contract. CONTRACTOR shall provide the following types and amounts of insurance:
- 4.1.1 Automobile Liability Coverage: \$300,000 per occurrence, \$500,000 aggregate.
 - 4.1.2 Comprehensive general liability, including premises liability and employee misconduct in an amount not less than combined single limit of \$500,000 per occurrence, \$1,000,000 aggregate.
 - 4.1.3 Workers Compensation Coverage on all employees performing services under the Contract sufficient to meet the requirements of Texas Law, as applicable to CONTRACTOR.
- 4.2 The CONTRACTOR further agrees that with respect to the above insurance the CENTER shall:
- 4.2.1 Be provided with thirty (30) days advance notice, in writing, of cancellation or material change in the insurance required by this Article.
 - 4.2.2 Be provided with a Certificate of Insurance evidencing the above requirements prior to commencement of this Contract. The Certificate of Insurance shall be attached hereto, and any renewal Certificates of Insurance will be provided to the CENTER so to avoid a lapse of coverage. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to operate in the State of Texas.
 - 4.2.3 The CENTER shall withhold payments under the terms of this Contract until the CONTRACTOR provides the CENTER copies of all such policies and a Certificate of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. CONTRACTOR shall give the CENTER thirty (30) days prior written notice of any proposed cancellation of any of the above-described insurance policies and

provide documentation of replacement insurance policies effective on the date of cancellation of any such policies. Any lapses in coverage will be considered a breach of this Contract and provide grounds for immediate termination of this Contract.

V.

TERM AND TERMINATION

- 5.1 **Term.** The Initial Term of this Contract is September 1, 2015 through August 31, 2017. This Contract may be renewed for up to three (3) additional one-year Renewal Terms by mutual agreement of the Parties. The CENTER reserves the right to renegotiate terms at the end of the Initial Term and each Renewal Term of the Contract.
- 5.2 **Immediate Termination.** CENTER may terminate this Contract immediately upon written notice to the CONTRACTOR if:
- 5.2.1 CENTER does not receive funding to pay for designated services under this Contract from the State;
 - 5.2.2 CONTRACTOR has become ineligible to receive CENTER funds;
 - 5.2.3 CONTRACTOR'S insurance coverage as required by Article IV of this Contract shall have lapsed;
 - 5.2.4 CONTRACTOR or any of its employees or contractors performing services under this Contract is convicted of any offense set forth in Texas Government Code, Chapter 250, Section 250.006 or Texas Administrative Code Title 25, Chapter 414, Subchapter K, Rule 414.504 (g); or
 - 5.2.5 CONTRACTOR is convicted of any crime related to any state or federally funded program during the term of this Contract or CONTRACTOR becomes barred from the award of a state or federal contract at any time during the term of this Contract;

5.2.6 CONTRACTOR or its employees or contractors providing services under this Contract has any required license or certification suspended or revoked;

5.2.7 CENTER determines, based upon an evidence-based review, that CONTRACTOR or its employees or contractors providing services under this Contract has violated the client rights of a person served by CENTER or has committed any act with the intent or purpose of defrauding CENTER, any state or federal government agency, or any regulatory agency.

5.2.8 In no event shall the CENTER'S election not to terminate the Contract under the provisions of this Article be deemed a waiver of the CENTER'S right to terminate this Contract at any subsequent time, or of any other legal right which the CENTER may have for any existing or subsequent default of the CONTRACTOR.

5.3 **Termination upon Default.** If either party is in default of any of the provisions herein, the other party shall give the defaulting party written notice of the default and direct the defaulting party to cure the default within three (3) business days of the date of the notice of default. In the event if the cure is not completed within three (3) business days, then the non-defaulting party may terminate the Contract with ten (10) business days notice to the defaulting party.

5.4 **Termination without Cause.** CENTER may terminate this Contract without cause upon thirty days' notice to CONTRACTOR.

5.5 **Termination by Mutual Consent.** This Contract may be terminated by the mutual consent of both parties.

VI.

MISCELLANEOUS

6.1 **Amendment/Assignment.** Unless otherwise specifically provided herein, this Contract may be amended or changed only by mutual written consent of an authorized representative of the CENTER

and CONTRACTOR. The CENTER shall have the right to sell, assign, or transfer this Contract, together with all rights, title and interest in this Contract to any successor entity at any time during the term of this Contract, and any such assignee shall acquire all the rights and assume all of the obligations of the CENTER under this Contract.

6.2 **Entire Contract.** This Contract constitutes the sole and only contract of the parties hereto and supersedes and replaces any prior contracts, understandings, or written or oral contract between the parties respecting the subject matter herein.

6.3 **Governing Law and Venue.** This Contract shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Bexar County, Texas.

6.4 **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, to the CENTER or CONTRACTOR at the address below. Delivery of the notice shall be presumed to have occurred within five (5) calendar days of the mailing of the notice.

If to the CENTER:

The Center for Health Care Services
President/Chief Executive Officer
3031 IH 10 West
San Antonio, Texas 78201

With Copy to:

The Center for Health Care Services
Director of Contracting & Procurement
3031 IH 10 West
San Antonio, Texas 78201

If to the CONTRACTOR:

Medina Valley Security, Inc.
President
P.O. Box 711
Natalia, Texas 78059

6.5 **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

6.6 **Authority to Bind CENTER.** This Contract is not binding upon the CENTER unless and until it has been executed by the authorized signature of the CENTER official set forth below and ratified and approved by the CENTER'S Board of Trustees.

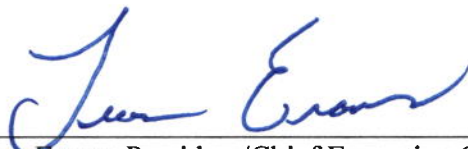
- 6.7 **CONTRACTOR'S Authority.** The person or persons executing and signing this Contract on behalf of the CONTRACTOR guarantee that they have been fully authorized by the CONTRACTOR to execute the Contract and to legally bind the CONTRACTOR to all the terms and provisions of the Contract.
- 6.8 **CONTRACTOR'S Acknowledgement.** CONTRACTOR acknowledges that it has read this Contract and is familiar with and fully understands the terms and obligations set out in this Contract and the CONTRACTOR'S obligations and responsibilities for performance. CONTRACTOR further acknowledges that any questions concerning the terms and conditions of this Contract have been satisfactorily explained to the CONTRACTOR by the CENTER.
- 6.9 **IMMUNITY NOT WAIVED.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY CENTER OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT CENTER MAY HAVE BY OPERATION OF LAW.
- 6.10 **No Third Party Beneficiaries.** Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Contract or any term, covenant, or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

[Remainder of page intentionally left blank]

6.11 **Exhibits.** All Exhibits referred to in this Contract and attached hereto are essential provisions of this Contract, are to be construed in harmony with each to give purpose and effect to the fulfillment of the obligations and responsibilities of the parties and are incorporated herein by this reference as if set out herein verbatim.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate originals by their respective duly authorized representatives as evidenced by their signatures below.

**BEXAR COUNTY BOARD OF TRUSTEES
FOR MENTAL HEALTH MENTAL
RETARDATION SERVICES d/b/a
THE CENTER FOR HEALTH CARE
SERVICES**



Leon Evans, President/Chief Executive Officer

MEDINA VALLEY SECURITY, INC.



Robert B. Koons, President

EXHIBIT 'A'

SCOPE OF SERVICES

1.0 SUMMARY OF SERVICE REQUIREMENTS

The Contractor shall provide all of the required equipment, hardware, software, installation/upgrades, repairs, maintenance, testing and monitoring of CENTER security alarm systems and fire alarm systems (collectively, "Systems"), and those other services necessary to perform all Services for the CENTER as defined in this Scope of Services document. The Contractor shall perform all Services to the standards set forth herein.

In addition, the Contractor must accommodate all existing CENTER non-proprietary systems equipment and, if requested by CENTER, to replace any existing proprietary systems equipment with non-proprietary equipment (subject to negotiation and approval of proposed replacement costs by CENTER).

2.0 SERVICE LOCATIONS

Contractor shall provide complete security and fire alarm systems services, as described in this Scope of Services, at each CENTER facility location listed below.

3031 I.H. 10 West	San Antonio, TX
3031 I.H. 10 West - Garage	San Antonio, TX
711 East Josephine	San Antonio, TX
227 West Drexel (A)	San Antonio, TX
227 West Drexel (B)	San Antonio, TX
227 West Drexel (D)	San Antonio, TX
(To include portable buildings)	
1920 Burnet	San Antonio, TX
1921 Burnet	San Antonio, TX
3602 Culebra	San Antonio, TX
1219 McCullough	San Antonio, TX
806 South Zarzamora	San Antonio, TX
2711 Palo Alto	San Antonio, TX
104 Story Lane	San Antonio, TX
5802 South Presa	San Antonio, TX
8165 Lone Shadow	Converse, TX
8155 Lone Shadow	Converse, TX
7622 Linkside	Leon Valley, TX
2927 Eisenhower	San Antonio, TX
6722 Calm Lake	San Antonio, TX

6812 Bandera Road	San Antonio, TX
601 N. Frio, Building 1	San Antonio, TX
601 N. Frio, Building 2	San Antonio, TX
7137 W. Military	San Antonio, TX
700 Zarzamora	San Antonio, TX

3.0 EQUIPMENT

The following is a list of standard alarm equipment needed at each CENTER facility. Individual facility needs will vary; this list is not intended to be all-inclusive:

- Fire Alarm Control Panel
- Primary & Secondary Power Supplies
- Stand-by Batteries
- Remote Annunciator
- Automatic Alarm Initiating Devices
- Automatic Supervisory Initiating Devices
- Manual Initiating Devices
- Alarm Notification Appliances
- Digital Alarm Communicator
- Smoke and heat detectors
- Emergency Communication Equipment
- Ancillary Control Connections to include monitoring and loops for other equipment being monitored by fire and/or intrusion systems
- Security Device Keypads
- Any part or material related to the functionality of security and fire alarm systems, object of this contract.

The installed equipment shall be non-proprietary and shall become the property of the CENTER (no leasing of equipment) upon purchase by the CENTER. The master, installer or supervisory codes, as well as the software to program or set up the equipment shall also become the property of the CENTER.

The equipment will be selected by Contractor considering the best cost/effective solution for the CENTER and will be subject to approval depending on the existing funding and review by the CENTER's FFM Director. The CENTER reserves the right to research and obtain the best cost for parts, materials and labor to be utilized to maintain and/or repair the equipment. The CENTER reserves the right to issues specifications and to select parts and equipment, subject to a vendor surcharge by Contractor of no greater than 15%.

All equipment, including installation hardware, shall be new and free from defects and shall be UL listed as per required codes. All components shall be in current production and shall be a standard product of the manufacturer (nonproprietary). Each component shall bear the make, model number, and UL label as applicable. All components used to repair/upgrade existing CENTER alarm systems shall be of the same or similar characteristics to the existing system equipment. However, any upgrades shall be performed with nonproprietary equipment.

All equipment installed or replaced shall undergo strict inspection standards. Equipment, including all contributory components, shall have been previously tested.

Software updates, if necessary, shall be tested at the factory prior to installation.

4.0 INSTALLATION, MAINTENANCE, REPAIR AND TESTING SERVICES

The Contractor shall respond to on-call maintenance requests of security and fire alarm systems and components. This work may include, but not be limited to, updating existing alarm control panels/communicators, power supplies and standby batteries and chargers, system key pads, motion detectors, audible devices and door alarms, as directed by the CENTER.

The Contractor must perform inspections of existing equipment and make recommendations for any maintenance, repair or upgrade of the security and alarm equipment as needed.

The Contractor shall coordinate, and be wholly responsible for coordinating all work through the CENTER's FFM Department.

The Contractor must connect the security alarm equipment in a configuration sufficient to secure facilities from break-ins which preferably includes Voice over IP (VoIP) phone connection.

The Contractor must allow one master code, separate alarm codes and passwords for each location. This code shall include security and fire alarm systems.

The Contractor must have the capability of a centralized access software system.

The Contractor shall describe the preventative and ongoing maintenance, programming, annual testing and related services to support the security and fire security systems for each CENTER facility.

The Contractor must provide itemized labor rates and material cost to perform repairs or replacements for special items or services not included within the scope of work or for new projects, as requested by CENTER.

4.1 SKILLED TECHNICIANS

The Contractor agrees to have reasonable amounts of appropriately skilled and directed manpower available to execute the Scope of Services or make emergency repairs in such a manner as to avoid any unnecessary downtime of the alarm systems.

Skilled technicians are to perform all maintenance and repair service work and, at a minimum, to be factory trained and certified to work with security and fire alarm systems.

If factory training is not required by the manufacturer, then technicians working on the Systems shall have performed at least twelve (12) installations of said product within the last two (2) years.

The Contractor shall be solely responsible for compliance with all health and safety regulations, performing the work in a safe and competent manner, and shall use industry standard procedures in the execution of the work as outlined in this document.

4.2 CATALOGING

If requested by CENTER, the Contract shall, within two months of request, provide a review of each CENTER facility and will identify and catalog in a form and format acceptable to the CENTER, the alarm components with appropriate information, including but not limited to control panel/communicator, security system key pads, motion detectors, and audible devices. The Contractor will provide an electronic copy of the catalog to the CENTER and maintain the catalog current throughout the life of this Contract. The catalog will be the sole property of the CENTER and all copies of the catalog shall be provided to the CENTER upon written demand and none retained by the Contractor in any form. The Contractor will provide recommendations and associated budgets for upgrades to equipment and/or systems where appropriate.

4.3 INSTALLATION

All permits, right of ways, licenses, agreements, site surveys, engineering, design planning, applications, and all other accessories and inspections required for the successful delivery of the Contractor's services are the sole responsibility of the Contractor and shall be furnished at the Contractor's expense. Evidence of meeting all of the above referenced requirements must be provided to the CENTER prior to the commencement of work.

4.4 WARRANTY TERM AND CONDITIONS

The Contractor will provide the CENTER with a warranty that includes a thirty (30) day warranty on labor/service calls and a minimum twelve (12) month warranty on installed equipment. Coverage will include either the repair or replacement of parts that fail due to normal wear and tear. The CENTER also requires that the Contractor serve as the single point of contact for all warranty issues. The Contractor will be accountable for the resolution of any warranty issues. The Contractor is required to provide onsite resources as may be required at no charge to the CENTER for duration of the warranty term.

4.5 DEBRIS

At its own expense, the Contractor must remove all debris associated with installation, including but not limited to equipment boxes, unused material, etc.

5.0 MONITORING SERVICES

Monitoring services include:

1. Providing for 24 hours per day, 365 days per year, monitoring of security and fire alarms transmitted to the central station and provide appropriate dispatch response to the alarm(s);
2. Following CENTER-provided protocols for each facility's alarm management and control;
3. In general, the Contractor will dispatch fire or intrusion alarm to the appropriate 9-1-1 dispatch immediately upon receipt of the alarm;
4. Maintain call down lists for each facility and perform call downs on receipt of the alarm;
5. Provide dispatching and special instructions as required;
6. Provide the CENTER with control of code management and contact lists;
7. The monitoring facility must be UL listed and certified;
8. Provide monthly open/close reports, number of people to contact, alarm reports, alarm

- verification and other as determined by the CENTER;
9. Maintain history/reports/logs for easy retrieval for a period of at least six (6) months
 10. Archive history/reports/logs for a period of at least five (5) years;
 11. Provide web based/computer software access.

6.0 FIRE ALARM INSPECTION SERVICES

The Contractor will perform semi-annual and annual basic fire alarm inspections for each CENTER facility.

7.0 SERVICE LEVEL AGREEMENTS (MAINTENANCE AND MONITORING)

The CENTER requires a response within two (2) hours to a service interruption once reported by CENTER staff, or to address any other service or repair which the CENTER considers a breach of security at any of the stated CENTER facilities. Service response must be available on a continuous 24-hour basis. Should the Contractor fail to respond within the two (2) hour response window, it agrees to provide the CENTER with a \$500.00 credit. This credit can be applied by the CENTER to any open invoice with the Contractor. The Contractor must supply a trouble reporting process, escalation procedures, and contact information for new service needs or trouble reporting.

8.0 NEW FACILITIES/FACILITY EXPANSION

When the CENTER constructs new facilities or expands or reconfigures existing facilities, the alarm system work will be included within the General Contractor's scope of work. The Contractor will review and provide comments on the design of the proposed alarm system, review shop drawings, assist with acceptance of the system and program the system as outlined above. This work will be done on a time and material basis with the issuance of a written authorization by the CENTER. The Contractor may provide a bid to perform the specified security system work to the General Contractors bidding the construction work.

9.0 INVOICING

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt only after services have been performed, to include monitoring and maintenance or repairs services. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The CENTER is a tax exempt entity.

10.0 SUBCONTRACTORS

Contractor agrees not to subcontract or assign any services until approval of such subcontractors or assignees are approved by CENTER in writing. Any subcontractors or assignees of Contractor are the direct responsibility of the Contractor and any such subcontractor or assignee must comply with all terms and provisions of this Contract. The CENTER reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

11.0 BACKGROUND CHECKS

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

[End of Exhibit A]

EXHIBIT 'B'

PAYMENT

1. SETUP & MONITORING COSTS

Service Locations	Monitoring System	Initial Setup* One Time Cost	Monthly Monitoring Cost
3031 IH 10 West, San Antonio	Burglar Fire Burglar (P. Shop) Garage	\$0 \$750.00 \$250.00 \$0	\$29.95 (fire & burglar combined) \$24.95 \$24.95
711 East Josephine, San Antonio	Fire	\$ 750.00	\$ 29.95
227 West Drexel (A), San Antonio	Fire	\$ 750.00	\$ 29.95
227 West Drexel (B), San Antonio	Fire Burglar	\$0 \$500.00	\$ 29.95(fire & burglar combined)
227 West Drexel (D), San Antonio (To include portable buildings)	Fire Burglar	\$150.00 \$0	\$29.95 (fire & burglar combined)
1920 Burnet Road, San Antonio	Fire Burglar	\$1,000.00 \$0	\$29.95 (fire & burglar combined)
1921 Burnet Road, San Antonio	Burglar	\$1,000.00	\$29.95
3602 Culebra, San Antonio	Fire	\$750.00	\$29.95
1219 McCullough, San Antonio	Burglar	\$250.00	\$24.95
806 South Zarzamora, San Antonio	Fire Burglar	\$1,250.00 \$750.00	\$29.95 (fire & burglar combined)
2711 Palo Alto, San Antonio	Fire Burglar	\$0 \$750.00	\$29.95 (fire & burglar combined)
104 Story Lane, San Antonio	Fire Burglar	\$250.00 \$750.00	\$29.95 (fire & burglar combined)
5802 S. Presa, San Antonio	Burglar	\$950.00	\$29.95
8165 Lone Shadow, San Antonio	Fire	\$750.00	\$29.95
8155 Lone Shadow, San Antonio	Fire Burglar	\$250.00 \$750.00	\$29.95 (fire & burglar combined)
7622 Linkside, San Antonio	Fire	\$750.00	\$29.95
2927 Eisenhower, San Antonio	Fire	\$750.00	\$29.95
6722 Calm Lake, San Antonio	Fire	\$750.00	\$29.95
6812 Bandera Road – Suite 102, Leon Valley	Burglar Fire	\$ 0	\$29.95(fire & burglar combined)
601 N. Frio, Bldg. 1, San Antonio	Fire	\$750.00	\$29.95

*any initial setup must be approved in advance by CENTER

2. MAINTENANCE & SERVICE COSTS

The maintenance and service for the security and fire systems shall not be included in the monitoring services cost.

A. Service Calls

Maintenance and service calls will be per event. Provide the cost per hour*:

Service call cost per hour 1st hour: \$75.00 2nd and additional hours: \$75.00
Monday-Friday 8am to 5pm

Service call cost per hour 1st hour: \$125.00 2nd and additional hours: \$75.00
Other than regular business days and hours

*These costs are all-inclusive, including fuel and transportation costs and other costs typically associated with service calls.

3. FIRE ALARM SYSTEM INSPECTION COSTS

Provide an fire alarm inspection cost for each of the following facilities:

Service Locations	Inspection Cost Each (2 inspections)
3031 IH 10 West, San Antonio	\$ 250.00
711 East Josephine, San Antonio	\$ 250.00
227 West Drexel (A), San Antonio + 227 West Drexel (B), San Antonio	\$ 175.00
227 West Drexel (D), San Antonio (To include portable buildings)	\$ 150.00
1920 Burnet Road, San Antonio	\$ 150.00
1921 Burnet Road, San Antonio	N/A
3602 Culebra, San Antonio	\$ 150.00
1219 McCullough, San Antonio	N/A
806 South Zarzamora, San Antonio	\$ 175.00
2711 Palo Alto, San Antonio	\$ 175.00
104 Story Lane, San Antonio	\$ 150.00
5802 S. Presa, San Antonio	N/A
8165 Lone Shadow, San Antonio	\$ 150.00
8155 Lone Shadow, San Antonio	\$ 150.00
7622 Linkside, San Antonio	\$ 150.00
2927 Eisenhower, San Antonio	\$ 150.00
2722 Calm Lake, San Antonio	\$ 150.00
6812 Bandera Road, San Antonio	\$ 175.00
601 N. Frio, Bldg. 1, San Antonio	\$ 175.00

[End of Exhibit B]

STATE OF TEXAS	§	FIRST AMENDMENT TO THE CONTRACT FOR
	§	ALARM SYSTEM SERVICES BETWEEN BEXAR
	§	COUNTY BOARD OF TRUSTEES FOR MENTAL
	§	HEALTH MENTAL RETARDATION SERVICES d/b/a
	§	THE CENTER FOR HEALTH CARE SERVICES
COUNTY OF BEXAR	§	AND MEDINA VALLEY SECURITY, INC.

This First Amendment to the Contract for Alarm System Services by and between **BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES d/b/a THE CENTER FOR HEALTH CARE SERVICES** (hereinafter called "CENTER") and **MEDINA VALLEY SECURITY, INC.** (hereinafter called "CONTRACTOR") is entered into this 13th day of

July, 20 17.

RECITALS

WHEREAS, CENTER and CONTRACTOR (hereinafter collectively referred to as "the parties") entered into a Contract effective September 1, 2015 ("Contract" herein) for the provision of specified alarm system services by CONTRACTOR to the CENTER; and

WHEREAS, the purpose of this First Amendment is to add or remove certain service locations to the Contract and to adjust payment terms accordingly;

NOW THEREFORE, the parties agree as follows:

ARTICLE I PURPOSE AND EFFECTIVE DATE

1.01 The purpose of this Amendment is to add or remove certain service locations to the Contract and to adjust payment terms accordingly. This Amendment shall be effective as of September 1, 2016.

ARTICLE II AMENDMENT

2.01 Section 2.0 of Exhibit A of the Contract is amended to read as follows:

2.0 SERVICE LOCATIONS

Contractor shall provide complete security and fire alarm systems services, as described in this Scope of Services, at each CENTER facility location listed below.

3031 I.H. 10 West	San Antonio, TX	<i>Removed 03/31/17</i>
3031 I.H. 10 West - Garage	San Antonio, TX	<i>Removed 09/01/16</i>
711 East Josephine	San Antonio, TX	
227 West Drexel (A)	San Antonio, TX	
227 West Drexel (B)	San Antonio, TX	
227 West Drexel (D)	San Antonio, TX	
(To include portable buildings)		
1920 Burnet	San Antonio, TX	
1921 Burnet	San Antonio, TX	
3602 Culebra	San Antonio, TX	
1219 McCullough	San Antonio, TX	
806 South Zarzamora	San Antonio, TX	
2711 Palo Alto	San Antonio, TX	
104 Story Lane	San Antonio, TX	
5802 South Presa	San Antonio, TX	
8165 Lone Shadow	Converse, TX	
8155 Lone Shadow	Converse, TX	
7622 Linkside	Leon Valley, TX	
2927 Eisenhower	San Antonio, TX	
6722 Calm Lake	San Antonio, TX	
6812 Bandera Road	San Antonio, TX	
601 N. Frio, Building 1	San Antonio, TX	
601 N. Frio, Building 2	San Antonio, TX	
7137 W. Military	San Antonio, TX	
700 Zarzamora	San Antonio, TX	
1007 Paulsun	San Antonio, TX	<i>Added 11/01/16</i>
6800 Park Ten Blvd	San Antonio, TX	<i>Added 03/22/17</i>

2.02 The payment terms in Exhibit B of the Contract are amended in accordance with the addition of the service locations listed in paragraph 2.02 of this Amendment. A revised Exhibit B, attached hereto, is incorporated into the Contract for all purposes and replaces all prior versions of said Exhibit.

[Remainder of page intentionally left blank]

ARTICLE III
TERMS AND CONDITIONS

3.01 All other terms and conditions of the Contract are hereby renewed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the Contract by their respective duly authorized representatives as evidenced by their signatures below.

BEXAR COUNTY BOARD OF TRUSTEES
FOR MENTAL HEALTH MENTAL
RETARDATION SERVICES d/b/a THE
CENTER FOR HEALTH CARE SERVICES


Jelynn LeBlanc Burley,
President/Chief Executive Officer

MEDINA VALLEY SECURITY, INC.

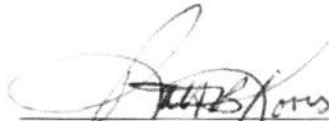

Robert B. Koons, President

EXHIBIT 'B'

PAYMENT

1. SETUP & MONITORING COSTS

Service Locations	Monitoring System	Initial Setup* One Time Cost	Monthly Monitoring Cost
3031 IH 10 West, San Antonio <i>Removed 03/31/17 (all monitoring)</i>	Burglar Fire Burglar (P. Shop) Garage	\$0 \$750.00 \$250.00 \$0	\$29.95 (fire & burglar combined) \$24.95 \$24.95
711 East Josephine, San Antonio	Fire	\$ 750.00	\$ 29.95
227 West Drexel (A), San Antonio	Fire	\$ 750.00	\$ 29.95
227 West Drexel (B), San Antonio	Fire Burglar	\$0 \$500.00	\$ 29.95(fire & burglar combined)
227 West Drexel (D), San Antonio (To include portable buildings)	Fire Burglar	\$150.00 \$0	\$29.95 (fire & burglar combined)
1920 Burnet Road, San Antonio	Fire Burglar	\$1,000.00 \$0	\$29.95 (fire & burglar combined)
1921 Burnet Road, San Antonio	Burglar	\$1,000.00	\$29.95
3602 Culebra, San Antonio	Fire	\$750.00	\$29.95
1219 McCullough, San Antonio	Burglar	\$250.00	\$24.95
806 South Zarzamora, San Antonio	Fire Burglar	\$1,250.00 \$750.00	\$29.95 (fire & burglar combined)
2711 Palo Alto, San Antonio	Fire Burglar	\$0 \$750.00	\$29.95 (fire & burglar combined)
104 Story Lane, San Antonio	Fire Burglar	\$250.00 \$750.00	\$29.95 (fire & burglar combined)
5802 S. Presa, San Antonio	Burglar	\$950.00	\$29.95
8165 Lone Shadow, San Antonio	Fire	\$750.00	\$29.95
8155 Lone Shadow, San Antonio	Fire Burglar	\$250.00 \$750.00	\$29.95 (fire & burglar combined)
7622 Linkside, San Antonio	Fire	\$750.00	\$29.95
2927 Eisenhower, San Antonio	Fire	\$750.00	\$29.95
6722 Calm Lake, San Antonio	Fire	\$750.00	\$29.95
6812 Bandera Road – Suite 102, Leon Valley	Burglar Fire	\$ 0	\$29.95(fire & burglar combined)
601 N. Frio, Bldg. 1, San Antonio	Fire	\$750.00	\$29.95
1007 Paulsun, San Antonio	Burglar	\$850.00	\$29.95
6800 Park Ten Blvd, San Antonio	Burglar	\$3,250.00	\$29.95

*any initial setup must be approved in advance by CENTER

2. MAINTENANCE & SERVICE COSTS

The maintenance and service for the security and fire systems shall not be included in the monitoring services cost.

A. Service Calls

Maintenance and service calls will be per event. Provide the cost per hour*:

Service call cost per hour 1st hour: \$75.00 2nd and additional hours: \$75.00
Monday-Friday 8am to 5pm

Service call cost per hour 1st hour: \$125.00 2nd and additional hours: \$75.00
Other than regular business days and hours

*These costs are all-inclusive, including fuel and transportation costs and other costs typically associated with service calls.

3. FIRE ALARM SYSTEM INSPECTION COSTS

Provide an fire alarm inspection cost for each of the following facilities:

Service Locations	Inspection Cost Each (2 inspections)	
3031 IH 10 West, San Antonio	\$ 250.00	<i>Removed 03/31/17</i>
711 East Josephine, San Antonio	\$ 250.00	
227 West Drexel (A), San Antonio + 227 West Drexel (B), San Antonio	\$ 175.00	
227 West Drexel (D), San Antonio (To include portable buildings)	\$ 150.00	
1920 Burnet Road, San Antonio	\$ 150.00	
1921 Burnet Road, San Antonio	N/A	
3602 Culebra, San Antonio	\$ 150.00	
1219 McCullough, San Antonio	N/A	
806 South Zarzamora, San Antonio	\$ 175.00	
2711 Palo Alto, San Antonio	\$ 175.00	
104 Story Lane, San Antonio	\$ 150.00	
5802 S. Presa, San Antonio	N/A	
8165 Lone Shadow, San Antonio	\$ 150.00	
8155 Lone Shadow, San Antonio	\$ 150.00	
7622 Linkside, San Antonio	\$ 150.00	
2927 Eisenhower, San Antonio	\$ 150.00	
2722 Calm Lake, San Antonio	\$ 150.00	
6812 Bandera Road, San Antonio	\$ 175.00	
601 N. Frio, Bldg. 1, San Antonio	\$ 175.00	

[End of Exhibit B]



Where hope and healing begin.

August 31, 2017

BOARD OF TRUSTEES

Daniel T. Barrett
Chairman

Mary Rose Brown
Vice Chairman

Graciela A. Cigarroa
Secretary

Margaret A. Kelley, M.D.
Treasurer

Polly Jackson Spencer,
Retired Judge

Richard P. Usatine, M.D.

Margaret M. Vera

Donnie Windham Whited

Sam Williams, Jr.
Member Emeritus

Ira Smith, Jr.
Member Emeritus

Jelynn LeBlanc Burley
*President /
Chief Executive Officer*

Robert B. Koons
President
Medina Valley Security, Inc.
By e-mail to jrkoons@netzero.net

Letter of Intent and Understanding

Dear Mr. Koons:


Please accept this letter as a statement of intent and understanding between Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("Center") and Medina Valley Security, Inc. ("Contractor"), collective referred to as "the parties."

Center and Contractor are parties to a contract for specified alarm system services ("Contract"), the term of which shall expire August 31, 2017, unless renewed for an additional one-year period. The parties hereby express that they are currently in the process of finalizing a one-year renewal of the Contract ("Renewal"), which Renewal shall be executed prior to October 31, 2017. The parties further attest that they mutually desire and agree to extend the Contract, under the current terms and conditions, through October 31, 2017 or until such date that the Renewal is finally executed between the parties.

This Letter of Intent and Understanding shall be effective as of August 31, 2017.


Agreed to:

Bexar County Board of Trustees for
Mental Health Mental Retardation
Services d/b/a The Center for Health
Care Services


Jelynn LeBlanc Burley
President/Chief Executive Officer

Date: 9/8/17

Medina Valley Security, Inc.


Robert B. Koons
President

Date: 9/7/17

STATE OF TEXAS	§	SECOND AMENDMENT TO THE CONTRACT FOR
	§	ALARM SYSTEM SERVICES BETWEEN BEXAR
	§	COUNTY BOARD OF TRUSTEES FOR MENTAL
	§	HEALTH MENTAL RETARDATION SERVICES d/b/a
COUNTY OF BEXAR	§	THE CENTER FOR HEALTH CARE SERVICES
	§	AND MEDINA VALLEY SECURITY, INC.

This Second Amendment to the Contract for Alarm System Services by and between **BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES d/b/a THE CENTER FOR HEALTH CARE SERVICES** (hereinafter called "CENTER") and **MEDINA VALLEY SECURITY, INC.** (hereinafter called "CONTRACTOR") is entered into and effective October 31, 2017.

RECITALS

WHEREAS, CENTER and CONTRACTOR (hereinafter collectively referred to as "the parties") entered into a Contract effective September 1, 2015 ("Contract" herein) for the provision of specified alarm system services by CONTRACTOR to the CENTER; and

WHEREAS, on July 13, 2017, the parties entered into a First Amendment to add or remove certain service locations to the Contract and to adjust payment terms accordingly; and

WHEREAS, effective September 1, 2017, the parties executed a Letter of Intent and Understanding, thereby extending the Contract through October 31, 2017 in order to allow for the process of renewing and extending the contract for an additional one-year term; and

WHEREAS, the purpose of this Second Amendment is to renew and extend the Contract for the period November 1, 2017 through October 31, 2018;

NOW THEREFORE, the parties agree as follows:

ARTICLE I AMENDMENT

- 1.01 The parties hereby agree to renew and extend the Contract for the period November 1, 2017 through October 31, 2018.


ARTICLE II
TERMS AND CONDITIONS

2.01 All other terms and conditions of the Contract are hereby renewed and remain in full force and effect.

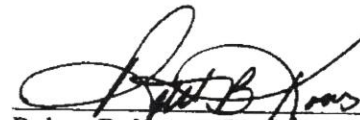
IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to the Contract by their respective duly authorized representatives as evidenced by their signatures below.

BEXAR COUNTY BOARD OF TRUSTEES
FOR MENTAL HEALTH MENTAL
RETARDATION SERVICES d/b/a THE
CENTER FOR HEALTH CARE SERVICES

MEDINA VALLEY SECURITY, INC.



Jelynn LeBlanc Burley,
President/Chief Executive Officer



Robert B. Koons, President

Date: 7/23/18

Date: 7/20/18

STATE OF TEXAS

§
§
§
§
§
§

THIRD AMENDMENT TO THE CONTRACT FOR
ALARM SYSTEM SERVICES BETWEEN BEXAR
COUNTY BOARD OF TRUSTEES FOR MENTAL
HEALTH MENTAL RETARDATION SERVICES d/b/a
THE CENTER FOR HEALTH CARE SERVICES
AND MEDINA VALLEY SECURITY, INC.

COUNTY OF BEXAR

This Third Amendment to the Contract for Alarm System Services by and between **BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES d/b/a THE CENTER FOR HEALTH CARE SERVICES** (hereinafter called "CENTER") and **MEDINA VALLEY SECURITY, INC.** (hereinafter called "CONTRACTOR") is entered into and effective November 1, 2018.

RECITALS

WHEREAS, CENTER and CONTRACTOR (hereinafter collectively referred to as "the parties") entered into a Contract effective September 1, 2015 ("Contract" herein) for the provision of specified alarm system services by CONTRACTOR to the CENTER; and

WHEREAS, on July 13, 2017, the parties entered into a First Amendment to add or remove certain service locations to the Contract and to adjust payment terms accordingly; and

WHEREAS, effective September 1, 2017, the parties executed a Letter of Intent and Understanding, thereby extending the Contract through October 31, 2017 in order to allow for the process of renewing and extending the contract for an additional one-year term; and

WHEREAS, effective October 31, 2017, the parties entered into a Second Amendment to renew and extend the Contract for the period November 1, 2017 through October 31, 2018;

WHEREAS, the purpose of this Third Amendment is to renew and extend the Contract for the period November 1, 2018 through October 31, 2019, add certain service locations and adjust payment terms accordingly;

NOW THEREFORE, the parties agree as follows:

ARTICLE I AMENDMENT

1.01 The parties hereby agree to renew and extend the Contract for the period November 1, 2018 through October 31, 2019.

- 1.02 The Service Locations list in Exhibit A is amended by adding the locations listed below. A revised Exhibit A, attached hereto, is incorporated into the Contract for all purposes and replaces all prior versions of said Exhibit.

*928 W. Commerce
8122 Datapoint, Suite 1003*

- 1.03 The Service Locations list in Exhibit A is amended by removing the locations listed below. A revised Exhibit A, attached hereto, is incorporated into the Contract for all purposes and replaces all prior versions of said Exhibit.

700 Zarzamora

- 1.04 Section 6.0 of Exhibit A of the Contract is amended by removing Fire Alarm Inspection Services. A revised Exhibit A, attached hereto, is incorporated into the Contract for all purposes and replaces all prior versions of said Exhibit.

- 1.05 The payment terms in Exhibit B are amended in accordance with the addition and removal of the service locations listed in paragraph 1 of this Amendment. A revised Exhibit B, attached hereto, is incorporated into the Contract for all purposes and replaces all prior versions of said Exhibit.

ARTICLE II

TERMS AND CONDITIONS


- 2.01 All other terms and conditions of the Contract are hereby renewed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment to the Contract by their respective duly authorized representatives as evidenced by their signatures below.

**BEXAR COUNTY BOARD OF TRUSTEES
FOR MENTAL HEALTH MENTAL
RETARDATION SERVICES d/b/a THE
CENTER FOR HEALTH CARE SERVICES**

MEDINA VALLEY SECURITY, INC.


Jelynn LeBlanc Burley,
President/Chief Executive Officer


Robert B. Koons, President

Date: 3/21/11

Date: 3/21/2019

EXHIBIT 'A'

SCOPE OF SERVICES

1.0 SUMMARY OF SERVICE REQUIREMENTS

The Contractor shall provide all of the required equipment, hardware, software, installation/upgrades, repairs, maintenance, testing and monitoring of CENTER security alarm systems and fire alarm systems (collectively, "Systems"), and those other services necessary to perform all Services for the CENTER as defined in this Scope of Services document. The Contractor shall perform all Services to the standards set forth herein.

In addition, the Contractor must accommodate all existing CENTER non-proprietary systems equipment and, if requested by CENTER, to replace any existing proprietary systems equipment with non-proprietary equipment (subject to negotiation and approval of proposed replacement costs by CENTER).

2.0 SERVICE LOCATIONS

Contractor shall provide complete security and fire alarm systems services, as described in this Scope of Services, at each CENTER facility location listed below.

3031 I.H. 10 West	San Antonio, TX	<i>Removed 03/31/17</i>
3031 I.H. 10 West - Garage	San Antonio, TX	<i>Removed 09/01/16</i>
711 East Josephine	San Antonio, TX	
227 West Drexel (A)	San Antonio, TX	
227 West Drexel (B)	San Antonio, TX	
227 West Drexel (D) (To include portable buildings)	San Antonio, TX	
1920 Burnet	San Antonio, TX	
1921 Burnet	San Antonio, TX	
3602 Culebra	San Antonio, TX	
1219 McCullough	San Antonio, TX	
806 South Zarzamora	San Antonio, TX	
2711 Palo Alto	San Antonio, TX	
104 Story Lane	San Antonio, TX	
5802 South Presa	San Antonio, TX	
8165 Lone Shadow	Converse, TX	
8155 Lone Shadow	Converse, TX	
7622 Linkside	Leon Valley, TX	
2927 Eisenhower	San Antonio, TX	
6722 Calm Lake	San Antonio, TX	
6812 Bandera Road	San Antonio, TX	

601 N. Frio, Building 1	San Antonio, TX	
601 N. Frio, Building 2	San Antonio, TX	
7137 W. Military	San Antonio, TX	
722 Isom Road	San Antonio, TX	
700 Zarzamora	San Antonio, TX	<i>Removed 2/26/19</i>
1007 Paulsun	San Antonio, TX	<i>Added 11/01/16</i>
6800 Park Ten Blvd.	San Antonio, TX	<i>Added 03/22/17</i>
928 W. Commerce	San Antonio, TX	<i>Added 2/26/19</i>
8122 Datapoint Dr., Suite 1003	San Antonio, TX	<i>Added 2/26/19</i>
	San Antonio, TX	

3.0 EQUIPMENT

The following is a list of standard alarm equipment needed at each CENTER facility. Individual facility needs will vary; this list is not intended to be all-inclusive:

- Fire Alarm Control Panel
- Primary & Secondary Power Supplies
- Stand-by Batteries
- Remote Annunciator
- Automatic Alarm Initiating Devices
- Automatic Supervisory Initiating Devices
- Manual Initiating Devices
- Alarm Notification Appliances
- Digital Alarm Communicator
- Smoke and heat detectors
- Emergency Communication Equipment
- Ancillary Control Connections to include monitoring and loops for other equipment being monitored by fire and/or intrusion systems
- Security Device Keypads
- Any part or material related to the functionality of security and fire alarm systems, object of this contract.

The installed equipment shall be non-proprietary and shall become the property of the CENTER (no leasing of equipment) upon purchase by the CENTER. The master, installer or supervisory codes, as well as the software to program or set up the equipment shall also become the property of the CENTER.

The equipment will be selected by Contractor considering the best cost/effective solution for the CENTER and will be subject to approval depending on the existing funding and review by the CENTER's FFM Director. The CENTER reserves the right to research and obtain the best cost for parts, materials and labor to be utilized to maintain and/or repair the equipment. The CENTER reserves the right to issues specifications and to select parts and equipment, subject to a vendor surcharge by Contractor of no greater than 15%.

All equipment, including installation hardware, shall be new and free from defects and shall be UL listed as per required codes. All components shall be in current production and shall be a standard product of the manufacturer (nonproprietary). Each component shall bear the make, model number, and UL label as

applicable. All components used to repair/upgrade existing CENTER alarm systems shall be of the same or similar characteristics to the existing system equipment. However, any upgrades shall be performed with nonproprietary equipment.

All equipment installed or replaced shall undergo strict inspection standards. Equipment, including all contributory components, shall have been previously tested.

Software updates, if necessary, shall be tested at the factory prior to installation.

4.0 INSTALLATION, MAINTENANCE, REPAIR AND TESTING SERVICES

The Contractor shall respond to on-call maintenance requests of security and fire alarm systems and components. This work may include, but not be limited to, updating existing alarm control panels/communicators, power supplies and standby batteries and chargers, system key pads, motion detectors, audible devices and door alarms, as directed by the CENTER.

The Contractor must perform inspections of existing equipment and make recommendations for any maintenance, repair or upgrade of the security and alarm equipment as needed.

The Contractor shall coordinate, and be wholly responsible for coordinating all work through the CENTER's FFM Department.

The Contractor must connect the security alarm equipment in a configuration sufficient to secure facilities from break-ins which preferably includes Voice over IP (VoIP) phone connection.

The Contractor must allow one master code, separate alarm codes and passwords for each location. This code shall include security and fire alarm systems.

The Contractor must have the capability of a centralized access software system.

The Contractor shall describe the preventative and ongoing maintenance, programming, annual testing and related services to support the security and fire security systems for each CENTER facility.

The Contractor must provide itemized labor rates and material cost to perform repairs or replacements for special items or services not included within the scope of work or for new projects, as requested by CENTER.

4.1 SKILLED TECHNICIANS

The Contractor agrees to have reasonable amounts of appropriately skilled and directed manpower available to execute the Scope of Services or make emergency repairs in such a manner as to avoid any unnecessary downtime of the alarm systems.

Skilled technicians are to perform all maintenance and repair service work and, at a minimum, to be factory trained and certified to work with security and fire alarm systems.

If factory training is not required by the manufacturer, then technicians working on the Systems shall have performed at least twelve (12) installations of said product within the last two (2) years.

The Contractor shall be solely responsible for compliance with all health and safety regulations, performing the work in a safe and competent manner, and shall use industry standard procedures in the execution of the work as outlined in this document.

4.2 CATALOGING

If requested by CENTER, the Contractor shall, within two months of request, provide a review of each CENTER facility and will identify and catalog in a form and format acceptable to the CENTER, the alarm components with appropriate information, including but not limited to control panel/communicator, security system key pads, motion detectors, and audible devices. The Contractor will provide an electronic copy of the catalog to the CENTER and maintain the catalog current throughout the life of this Contract. The catalog will be the sole property of the CENTER and all copies of the catalog shall be provided to the CENTER upon written demand and none retained by the Contractor in any form. The Contractor will provide recommendations and associated budgets for upgrades to equipment and/or systems where appropriate.

4.3 INSTALLATION

All permits, right of ways, licenses, agreements, site surveys, engineering, design planning, applications, and all other accessories and inspections required for the successful delivery of the Contractor's services are the sole responsibility of the Contractor and shall be furnished at the Contractor's expense. Evidence of meeting all of the above referenced requirements must be provided to the CENTER prior to the commencement of work.

4.4 WARRANTY TERM AND CONDITIONS

The Contractor will provide the CENTER with a warranty that includes a thirty (30) day warranty on labor/service calls and a minimum twelve (12) month warranty on installed equipment. Coverage will include either the repair or replacement of parts that fail due to normal wear and tear. The CENTER also requires that the Contractor serve as the single point of contact for all warranty issues. The Contractor will be accountable for the resolution of any warranty issues. The Contractor is required to provide onsite resources as may be required at no charge to the CENTER for duration of the warranty term.

4.5 DEBRIS

At its own expense, the Contractor must remove all debris associated with installation, including but not limited to equipment boxes, unused material, etc.

5.0 MONITORING SERVICES

Monitoring services include:

1. Providing for 24 hours per day, 365 days per year, monitoring of security and fire alarms transmitted to the central station and provide appropriate dispatch response to the alarm(s);
2. Following CENTER-provided protocols for each facility's alarm management and control;
3. In general, the Contractor will dispatch fire or intrusion alarm to the appropriate 9-1-1

- dispatch immediately upon receipt of the alarm;
4. Maintain call down lists for each facility and perform call downs on receipt of the alarm;
 5. Provide dispatching and special instructions as required;
 6. Provide the CENTER with control of code management and contact lists;
 7. The monitoring facility must be UL listed and certified;
 8. Provide monthly open/close reports, number of people to contact, alarm reports, alarm verification and other as determined by the CENTER;
 9. Maintain history/reports/logs for easy retrieval for a period of at least six (6) months
 10. Archive history/reports/logs for a period of at least five (5) years;
 11. Provide web based/computer software access.

~~6.0 FIRE ALARM INSPECTION SERVICES~~

~~The Contractor will perform semi-annual and annual basic fire alarm inspections for each CENTER facility.~~

7.0 SERVICE LEVEL AGREEMENTS (MAINTENANCE AND MONITORING)

The CENTER requires a response within two (2) hours to a service interruption once reported by CENTER staff, or to address any other service or repair which the CENTER considers a breach of security at any of the stated CENTER facilities. Service response must be available on a continuous 24-hour basis. Should the Contractor fail to respond within the two (2) hour response window, it agrees to provide the CENTER with a \$500.00 credit. This credit can be applied by the CENTER to any open invoice with the Contractor. The Contractor must supply a trouble reporting process, escalation procedures, and contact information for new service needs or trouble reporting.

8.0 NEW FACILITIES/FACILITY EXPANSION

When the CENTER constructs new facilities or expands or reconfigures existing facilities, the alarm system work will be included within the General Contractor's scope of work. The Contractor will review and provide comments on the design of the proposed alarm system, review shop drawings, assist with acceptance of the system and program the system as outlined above. This work will be done on a time and material basis with the issuance of a written authorization by the CENTER. The Contractor may provide a bid to perform the specified security system work to the General Contractors bidding the construction work.

9.0 INVOICING

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt only after services have been performed, to include monitoring and maintenance or repairs services. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The CENTER is a tax exempt entity.

10.0 SUBCONTRACTORS

Contractor agrees not to subcontract or assign any services until approval of such subcontractors or

assignees are approved by CENTER in writing. Any subcontractors or assignees of Contractor are the direct responsibility of the Contractor and any such subcontractor or assignee must comply with all terms and provisions of this Contract. The CENTER reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

11.0 BACKGROUND CHECKS

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

EXHIBIT 'B'

PAYMENT

1. SETUP & MONITORING COSTS

Service Locations	Monitoring System	Initial Setup* One Time Cost	Monthly Monitoring Cost
3031 IH 10 West, San Antonio	Burglar Fire Burglar (P. Shop) Garage	\$0 \$750.00 \$250.00 \$0	\$29.95 (fire & burglar combined) \$24.95 \$24.95
711 East Josephine, San Antonio	Fire	\$ 750.00	\$ 29.95
227 West Drexel (A), San Antonio	Fire	\$ 750.00	\$ 29.95
227 West Drexel (B), San Antonio	Fire Burglar	\$0 \$500.00	\$ 29.95 (fire & burglar combined)
227 West Drexel (D), San Antonio (To include portable buildings)	Fire Burglar	\$150.00 \$0	\$29.95 (fire & burglar combined)
1920 Burnet Road, San Antonio	Fire Burglar	\$1,000.00 \$0	\$29.95 (fire & burglar combined)
1921 Burnet Road, San Antonio	Burglar	\$1,000.00	\$29.95
3602 Culebra, San Antonio	Fire	\$750.00	\$29.95
1219 McCullough, San Antonio	Burglar	\$250.00	\$24.95
806 South Zarzamora, San Antonio	Fire Burglar	\$1,250.00 \$750.00	\$29.95 (fire & burglar combined)
2711 Palo Alto, San Antonio	Fire Burglar	\$0 \$750.00	\$29.95 (fire & burglar combined)
104 Story Lane, San Antonio	Fire Burglar	\$250.00 \$750.00	\$29.95 (fire & burglar combined)
5802 S. Presa, San Antonio	Burglar	\$950.00	\$29.95
8165 Lone Shadow, San Antonio	Fire	\$750.00	\$29.95
8155 Lone Shadow, San Antonio	Fire Burglar	\$250.00 \$750.00	\$29.95 (fire & burglar combined)
7622 Linkside, San Antonio	Fire	\$750.00	\$29.95
2927 Eisenhower, San Antonio	Fire	\$750.00	\$29.95
6722 Calm Lake, San Antonio	Fire	\$750.00	\$29.95
6812 Bandera Road – Suite 102, Leon Valley	Burglar Fire	\$ 0	\$29.95 (fire & burglar combined)
601 N. Frio, Bldg. 1, San Antonio	Fire	\$750.00	\$21.95
601 N. Frio, Bldg. 2, San Antonio	Fire	\$0.00	\$74.90
7137 W. Military, San Antonio	Burglar Fire	\$0.00 \$0.00	\$69.90 (fire & burglar combined)
1007 Paulsun, San Antonio	Burglar	\$850.00	\$29.95
722 Isom Road, San Antonio	Burglar	\$0.00	\$29.95
6800 Park Ten Blvd, San Antonio	Burglar	\$3,250.00	\$29.95
928 W. Commerce	Burglar & Fire	\$0.00	\$29.95
8122 W. Datapoint, Suite 1003	Burglar	\$650.00	\$29.95

*any initial setup must be approved in advance by CENTER

2. MAINTENANCE & SERVICE COSTS

The maintenance and service for the security and fire systems shall not be included in the monitoring services cost.

A. Service Calls

Maintenance and service calls will be per event. Provide the cost per hour*:

Service call cost per hour	1 st hour: \$75.00	2 nd and additional hours: \$75.00
Monday-Friday 8am to 5pm		

Service call cost per hour	1 st hour: \$125.00	2 nd and additional hours: \$75.00
Other than regular business days and hours		

*These costs are all-inclusive, including fuel and transportation costs and other costs typically associated with service calls.