



600 Ash Avenue- P.O. Drawer 3097  
McAllen, TX 78501  
State Lic. B4881 - Fire Lic. ACR-86318-816  
Tel. (956) 682-6005 - Fax 213-1147

*We send the police there in a hurry!*

**May 6, 2024**

**Addendum to Superior Alarms Standard Fire Alarm Agreement** (11012023rev)

Addendum to STANDARD FIRE ALARM AGREEMENT between Webb County, 1000 Houston St., Laredo, Tx 78040 ("SUBSCRIBER") and Superior Alarms, 600 Ash Ave, McAllen, Tx 78501 ("SUPERIOR"), dated on or about May 6, 2024.

**ADD: INDEMNITY: ANY INDEMNITY OF SUBSCRIBER HEREIN IS LIMITED TO THE EXTENT SUBSCRIBER IS ALLOWED BY LAW TO INDEMNIFY OR GRANT AN INDEMNITY AND SUBSCRIBER HAS NOTIFIED SUPERIOR THAT IT HAS NOT SET ASIDE A SINKING FUND TO INDEMNIFY SUPERIOR IN ANY CAPACITY.**

**ADD:** Except where an obligation is specifically identified as being in a party's sole discretion, each Party, in its respective dealings with the other Party shall act in good faith and with fair dealing.

**DELETE** Section 8, "**INCREASES OF MONTHLY CHARGE:** After the expiration of one year from the date hereof SUPERIOR shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced."

**ADD** Section 8, **APPROPRIATIONS:** Subscriber cannot warrant that fund will be available to pay for the funds through the end of the current and/or any future fiscal period, and shall use the County's ("Subscriber") budgetary process to obtain funds to pay all payments in and through the end of the initial first year-term or any future term. If Subscriber's appropriations request to their commissioner's court for funds is unable to pay for this agreement or is denied then this agreement may terminate on the earlier of the last day of the fiscal period or for which funds are available and have already been appropriated. Final payments will be made subject to the submission of documentation as stated in this agreement that evidences services rendered. The satisfaction of all obligations under this Agreement that are required to be provided to Subscriber or its representative including the return of any documentation that must be preserved by the County pursuant to federal and state laws or grant provisions will be required prior to any disbursement of payment.

SUPERIOR INITIALS: \_\_\_\_\_

SUBSCRIBER INITIALS: \_\_\_\_\_

In conformance with Texas Government Code § 2251.021. TIME FOR PAYMENT BY GOVERNMENTAL ENTITY. A payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or
- (3) the date the governmental entity receives an invoice for the goods or service.

Notwithstanding the finance charge, failure to pay invoices in accordance including applicable federal, state, and local taxes with such terms shall be considered a breach of this contract and could result in a discontinuance of Subscriber's services without prior notice. Subscriber agrees it shall have no right of offset against RAC's charges for services rendered. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**Webb County**  
**1000 Houston Street**  
**Laredo, Texas 78040**  
**(956)523-4615**

**Superior Alarms**  
**600 Ash Avenue**  
**McAllen, Texas 78501**  
**(956) 682-6005**

\_\_\_\_\_  
Subscriber

  
\_\_\_\_\_  
Alan Yoder, President

\_\_\_\_\_  
Title

SUPERIOR INITIALS:  \_\_\_\_\_ SUBSCRIBER INITIALS: \_\_\_\_\_