

WEBB COUNTY SHERIFF'S OFFICE - PURCHASE ORDER REQUEST

DIVISION: \_\_\_\_\_ DIV CODE: \_\_\_\_\_ DATE REQUESTED: 1/18/2019  
Employee name: Captain Federico Calderon Office ext: 956-718-8081

Detailed Description of Request for goods or services:  
Warranty for the Strong Watch thermal/color camera system.


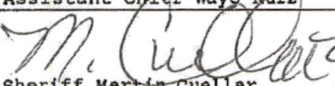
Emergency order  Yes  No (see instructions at bottom of form) Quotes attached  Yes  No (\$500.00 or more - 3 written quotes required)  
Divisional Commander Approval: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
Assistant Chief J.J. Rendon \_\_\_\_\_ Date Approved: \_\_\_\_\_

**FINANCE USE ONLY**  
Date reviewed: \_\_\_\_\_ Check funding source:  G/F  Grant  Fed forfeiture  State forfeiture  other

Account No: 2469-3010-001-443000-077 Account Bal: \$19,000.00 YTD % used \_\_\_\_\_  
Account No: \_\_\_\_\_ Account Bal: \_\_\_\_\_ YTD % used \_\_\_\_\_

Commissioners Court Approval Required:  Yes  No  
If Yes, expected date of approval: \_\_\_\_\_

**FINAL DEPT APPROVAL**

  
Finance Director Date: 1-28-19  
  
Assistant Chief Wayo Ruiz Date: \_\_\_\_\_  
  
Sheriff Martin Cuellar Date: \_\_\_\_\_

Vendor Name: Strong Watch Phone # \_\_\_\_\_ Vendor # \_\_\_\_\_

Item No.	Item Description	Catalog No.	Quantity	Unit Price	Ext. Price	Commodity Code
	10 Month Warranty 2/1/2019 thru 12/31/2019		1	\$19,000.00	\$19,000.00	
					Total Extended Price:	\$19,000.00

*Instructions for Emergency orders: Emergency Orders are done only when persons and/or property are in immediate danger. Finance Staff must be notified the next working day so the emergency purchase order process is initiated. Employee requesting the emergency order is responsible for this procedure. NO EXCEPTIONS.*

CUSTOMER	CATEGORY	TERMS AND CONDITIONS	LEAD TIME
WCOS	End User	See pages 3 below	

Date: 1/15/19  
 Quote #: 20190115-04  
 Customer ID: WCOS  
 Valid Through: 7/31/19

Item	Item Number	Description	Price
Warranty Extension		10-month warranty 2/1/19 – 12/31/19	\$19,000

**NOTES:**

Normal warranty is 12 months however prorated to 10 months based on funds.

**STRONGWATCH PURCHASE TERMS AND CONDITIONS**

1. **Acceptance.** Each sale of products or services (collectively, "Products") by Freedom Surveillance, LLC dba Strongwatch ("FSS") to any other party ("Purchaser") is subject to the following terms and conditions ("Terms") unless agreed to in writing by FSS. Prices. All prices for Products are F.O.B. point of shipment. Prices may not include taxes, duties or other fees ("Fees").
2. **Payment Terms.** All payments to FSS are due and payable 30 (Thirty) days from date of invoice. As an incentive, payment in full within 10 days (Net 10) will result in a discount to customer of 1.5% (of total purchase price). Any amounts due to FSS that are not paid on the due date shall bear interest, from the date due until paid in full, at a rate equal to the lower of 1-1/2 percent (1.5%) per month. FSS shall retain a purchase money security interest in all Products until the purchase price for such Products is paid in full.
3. **Acceptance and Cancellation of Orders.** All orders for Products must be presented in writing. Orders shall not be considered accepted unless FSS expresses its acceptance in writing or ships the Products. FSS reserves the right to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders for any product or service from all sources exceed FSS's inventory or ability to deliver. FSS may allocate available inventory and resources in its sole discretion. Accepted orders may be cancelled only with the written consent of FSS.
4. **Delivery.** Delivery shall be F.O. B. point of shipment, with all transportation, freight and similar charges, including taxes and import duties paid by Purchaser. Risk of loss shall pass to Purchaser upon issuance of the carrier's bill of lading at the point of shipment. FSS shall not be responsible for any delays or damages in shipment via a common carrier. Shipping and related dates provided to Purchaser are estimates only, and shall not be considered binding. Upon receipt of Products, Purchaser shall inspect and accept or reject Products within thirty (30) days. If Purchaser fails to notify FSS in writing of its rejection within such time period, Purchaser shall be deemed to have accepted such Products and waived any right to later reject any Products.
5. **Right of Setoff.** FSS shall have the right to setoff against any sum otherwise due to any Purchaser by FSS or any of its affiliates any sums or amounts then due from such Purchaser and/or its affiliates to FSS and/or its affiliates.
6. **Force Majeure.** Neither party shall be liable or responsible for any failure of performance or delay in performance of any obligation hereunder if such failure or delay is due to a cause beyond its control for the period of such failure or delay.
7. **Proprietary Information.** Any information marked or identified as "confidential" that one party supplies to the other is the confidential information of the disclosing party. The party receiving the information has no rights or interests of any kind in such information, except as otherwise expressly agreed to in writing by the parties. The party receiving the information shall not disclose such information to others or allow others to use such information, except with the expressed written consent of the disclosing party.
8. **Compliance with Laws.** Except to the extent otherwise specifically agreed to in writing by the parties, Purchaser shall be solely responsible for the receiving, installation, use and maintenance of all Products, and FSS shall have no obligation or responsibility of any kind with respect thereto. Purchaser shall comply with all laws and regulations governing the purchase or license, installation or use of Products, including, without limitation, obtaining all licenses, permits and registrations.
9. **Patent, Trademark and Copyright Infringement.** FSS shall have no liability for any claim of infringement to the extent that such claim is based on (i) Products used for any purposes other than those specified by FSS, (ii) Products manufactured to Purchaser's design or specifications, or (iii) Products used in combination with any other software, hardware or data where in the absence of such combination the Product would not have been infringing.

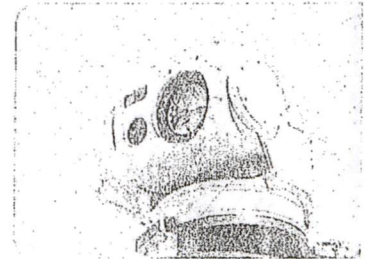


**Corporate**  
18801 N. Thompson Peak Pkwy  
Suite 240  
Scottsdale, AZ 85255  
888.315.3558

**Phoenix**  
301 W. Deer Valley Rd.  
Suite #7  
Phoenix, Arizona 85027

## **One-Year Limited Extended Warranty – Freedom® On-The-Move System**

**1. Product Warranty Extension.** Freedom Surveillance, LLC dba Strongwatch, "Company," warrants Freedom OTM against defects in material and workmanship that occur during normal use for a period of Twelve Months (12) MONTHS from the date of extended warranty purchase order as evidenced by Customer's purchase order date. Company warrants to the original purchaser or, for products purchased from an Integrator, Reseller, or OEM's to the original end-user that Company branded products will be free from defects in materials and workmanship from the date of original purchase order. Warranty is extended solely to the original purchaser and is nontransferable. A purchase receipt or other proof of date of original purchase will be required before warranty performance is rendered. This warranty only covers failures due to defects in materials or workmanship during the warranty period. Company will, at its option: (1) provide new or rebuilt replacement parts necessary to repair the product, (2) replace the product with a comparable product. Company or a Company authorized third party service provider will provide labor to resolve warranty issues during the warranty period. COMPANY will determine how and where repair services are provided, and you may be required to deliver your product to a COMPANY authorized service location. Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. Purchasing additional add-on products from COMPANY does not extend your warranty period.



**2. Services and Service Warranty.** – To obtain service under this limited extended warranty, you must follow COMPANY's warranty return procedures. If COMPANY requests the return of defective parts or product, you must do so within 7 days after you receive an (RMA) Return Material Authorization. **(Section 4)**. If you are located outside the United States, the details of your warranty service may vary as described below. **THIS LIMITED WARRANTY COVERS NORMAL USE ONLY. COMPANY DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF COMPANY MANUFACTURED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-COMPANY MANUFACTURED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-COMPANY BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.**

Freedom Surveillance, LLC  
d.b.a. Strongwatch  
strongwatch.com

COMPANY warrants that services provided by COMPANY will be performed in a professional and workmanlike manner. It is the customer's responsibility to back up all files before returning the product to COMPANY for service. **COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR FOR PROPRIETARY INFORMATION LEFT ON THE UNIT.** Services beyond the normal scope of warranty will be billed on a Time and Materials basis at the current rate in effect at the time of repair plus parts. All Neglect & Abuse (see section 7), service/repair actions are billable repairs and COMPANY must have a purchase order in hand before repairs will commence. Repairs that are classified as Neglect/Abused shall require a minimum of seven (7) working days to complete, with extra time required for special cases such as shortage of parts.

**Customer is responsible for all shipping, insurance and handling costs to and from COMPANY for warranty and non-warranty work performed by COMPANY.**

### **3. Warranty Exceptions:**

This warranty does not cover losses or damages arising from: shipping, repairs, modifications, adjustments, or installation of options or parts by any person or entity other than a COMPANY authorized service center; excessive or inadequate electrical power surges or other irregularities; damages to computer system components caused by either internal or external equipment not supplied by COMPANY; connection shortages, or components not installed or purchased from COMPANY; special, incidental, or consequential damage resulting from any breach of warranty or any other legal theory, including but not limited to lost profit, downtime, goodwill, damage to or replacement of equipment and property, and any cost recovering, reprogramming, or reproducing any program or data stored in or used with COMPANY products; damages to painted surfaces and touch screens due to physical abuse or excessive use; accidents, misuse, fire, flood, "Acts of God", or other contingencies beyond the control of COMPANY. In no event shall COMPANY be liable neither for any special incidental, consequential damages nor for any damages resulting from misuse or modification of any or all merchandise. Other than as expressly warranted herein by COMPANY, the customer waives all the implied warranties of merchantability, fitness for a particular purpose, or otherwise.

This warranty does not cover peripherals, adaptor cables, hand held controllers, or radio cards used externally. DC power cords, DC to DC power filters and mounting apparatus are not covered by this warranty. It does not cover damage which occurs in shipment or failures which are caused by products not supplied by COMPANY, or failures which result from alteration, accident, misuse, introduction of liquid or other foreign matter into the unit, abuse, neglect, installation, maladjustment of system controls, improper maintenance, modification or service by anyone other than the COMPANY Factory Service Center or authorized COMPANY Service Dealer, or damage that is attributable to acts of God. **COMPANY does not guarantee that non COMPANY software will be free from errors, either in isolation or in combination with hardware.**

**4. Returns.** – To return products you must follow COMPANY's RMA procedures; including obtaining a return merchandise authorization (RMA) number and returning products within 7 days of receipt of an RMA number. **Customer is responsible for all shipping, insurance and handling costs to and from COMPANY for warranty and non-warranty work performed by COMPANY.** To obtain a Return Material Authorization number, please call COMPANY at 888-315-3558 or contact us at [info@strongwatch.com](mailto:info@strongwatch.com).

**5. Disclaimer of Warranties; Limitation of Liability.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. COMPANY AND CUSTOMERS' MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER CUSTOMER NOR COMPANY IS LIABLE TO THE OTHER IF CUSTOMER OR COMPANY ARE UNABLE TO PERFORM DUE TO EVENTS CUSTOMER OR COMPANY ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS OR PUBLIC SERVICE, LOST PROFITS, LOSS OF LIFE, LOSS OF DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), AND STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

**6. International Customers** The standard warranty stated above also applies to COMPANY products shipped to a country outside the United States. International customers are responsible for all customs duties, VAT and other associated taxes and insurance charges.

**7. Defining neglect/abuse.** The following are some examples of neglect/abuse actions and will be a judgment call by COMPANY's repair center. All Neglect & Abuse service/repair actions are billable repairs requiring a purchase order prior to commencement of repairs.

Examples of Neglect/Abuse:

- Excessive dirt/contamination affecting performance specifications
- Spillage of liquids and other foreign substances in the products
- Unapproved modification of product
- Unapproved disassembly of product
- Defacement of manufacturing labels
- Scratched, contaminated, and/or damaged components either inside or outside the unit
- Use of abrasive cleaners or other unapproved cleaning materials
- Improper use of product
- Connection of product to unapproved power source
- Product that has been opened by unauthorized personnel
- Product that has been serviced by unauthorized personnel
- Charred or melted product and or parts
- Product exposed to environments beyond specification
- Product exposed to natural disasters
- Product returned with no trouble found (excessive return rates)
- Product improperly packaged for shipping or ESD (Electro Static Discharge).

**8. Limits and Exclusions:**

There are no other express warranties except as listed above. COMPANY SHALL NOT BE LIABLE FOR LOSS OF DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If a problem with your product develops during or after the warranty period, you may contact COMPANY at 888-315-3558 or contact [www.strongwatch.com](http://www.strongwatch.com) If the problem is not handled to your satisfaction, then write to Freedom Surveillance, LLC dba Strongwatch, 18801 N. Thompson Peak Pkwy., Suite 240, Scottsdale, AZ 85255.



Webb County Sheriff's Office  
902 Victoria Street  
Laredo, TX 78040  
(956) 754-0300

Dear Christina,

This letter is being written to verify that the warranty provided in quote #20190115-04 (dated January 15, 2019 and reattached below) can only be completed by Freedom Surveillance, LLC dba Strongwatch. These services include software and hardware that is proprietary to Strongwatch, and therefore, must be furnished directly by Strongwatch.

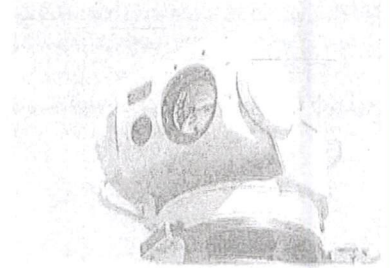
If there are any questions pertaining to this matter, please don't hesitate to contact me directly. Thank you in advance for your time and efforts regarding this transaction.

Warm Regards,

Kenny Buckland  
Director of Sales  
Freedom Surveillance, LLC dba Strongwatch

**Corporate**  
18801 N. Thompson Peak Pkwy  
Suite 240  
Scottsdale, AZ 85255  
888.315.3558

**Phoenix**  
301 W. Deer Valley Rd.  
Suite #7  
Phoenix, AZ 85027



Freedom Surveillance, LLC

d.b.a. Strongwatch

[strongwatch.com](http://strongwatch.com)



CUSTOMER	CATEGORY	TERMS AND CONDITIONS	LEAD TIME
WCSO	End User	See page 3 below	

**Date:** 1/15/19  
**Quote #:** 20190115-04  
**Customer ID:** WCSO  
**Valid Through:** 7/31/19

Item	Item Number	Description	Price
Warranty Extension		10-month warranty 2/1/19 – 12/31/19	\$19,000

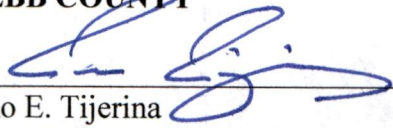
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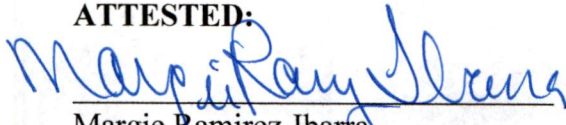
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**WEBB COUNTY**

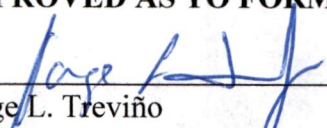
  
Tano E. Tijerina  
Webb County Judge

**ATTESTED:**

  
Margie Ramirez-Ibarra  
Webb County Clerk



**APPROVED AS TO FORM:**

  
Jorge L. Treviño  
Assistant General Counsel  
Civil Legal Division \*

\*The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court  
On March 11, 2019; item no.7b.

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

2019 APR -3 PM 3:28

WEBB COUNTY, TEXAS

BY VJ DEPUTY



*[Faint handwritten notes and signatures, including a signature that appears to read 'Margie R. Ibarra' and some illegible text.]*

*[Faint, mostly illegible text, possibly a list or set of instructions.]*