

REVISED July 28, 2014

Larry Sanchez
Webb County
1000 Houston St.
Laredo, TX 78040

Subject: Preventative Maintenance Agreement Plus

Dear Mr. Sills:

Ford Audio-Video Systems, LLC (Ford AV) respectfully submits for your consideration the attached service agreement. These general recommendations are based upon our understanding of your requirements and our 41 years of excellence in the audio-video integration industry.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford AV and utilizes Ford Audio-Video Systems, LLC's TXMAS #: **TXMAS-8-581030**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford AV.

Please feel free to contact us with any further inquiries. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

FORD AUDIO-VIDEO SYSTEMS, LLC

Tommy Keen
Service Center Support

Victor Garcia
Division Sales Manager

Voice: 972-241-9966
E-mail: keent@fordav.com
Website: www.fordav.com

Preventative Maintenance Agreement Plus

With

Webb County

A. INTRODUCTION

This AV Service Agreement (herein referred to as “Agreement”) is entered into between Ford Audio-Video Systems, LLC, (herein referred to as “Ford AV”) and Webb County (herein referred to as “Customer”) for the provision of services described herein subject to the terms and conditions as stated.

1. The facility covered by this agreement:

Webb County
100 Houston St.
Laredo, TX 78040

2. The AV equipment covered by this Agreement is listed in attachment B.
3. The Customer shall receive priority service.
4. Ford AV shall perform a pre-scheduled service call for the purpose of conducting routine preventative maintenance (PM) and to check the general operation of equipment. Each PM service call will be scheduled in advance with the Customer and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming.

During the PM service call, Ford AV shall perform the following tests and document the results, if applicable:

- a. Video equipment shall be visually inspected and tested for system capabilities.
- b. Speakers and subwoofers shall be audibly inspected and tested to verify proper operation.
- c. Amplifiers and processors shall be visually and audibly inspected and tested to verify operation.
- d. Audio-video inputs and outputs shall be tested and verified for correct operation.
- e. Video projectors shall be visibly inspected and tested to verify operation. Ford AV shall check and adjust alignment, source synchronization, color and contrast, projector lens alignment, clean projector lenses and replace filters. Ford AV shall record and report projector lamp hours.

- f. Control systems and general system checks shall include a full check of the operation of your audio-video control systems. Ford AV shall refresh menu systems, update firmware, clean external chassis, inspect all cables and cords, and clean all contacts.
 - g. An email notice shall be sent in the event any equipment is found to be defective or improperly operating.
 - h. If fees are incurred to ship AV equipment to and/or from a manufacturer or other repair facility, the shipping charges and nominal handling fees shall be billed to the Customer.
 - i. Free telephone support is included.
 - j. Video conferencing equipment, such as codecs, cameras, and other system components, are excluded from this agreement.
5. On-site labor will be invoiced in a one (1) hour minimum.
6. Option A: Training Services
- a. Ford AV shall host a training session on the operation of the AV equipment covered in attachment B. All system users and interested persons should attend this training so that all questions can be answered during this training.
 - b. Ford AV shall create a custom quick start guide (QSG) for the AV system. The QSG is a generic, brief description of how to operate the system. One (1) copy of a laminated document shall be provided to the Customer.

B. CUSTOMER CONTACT INFORMATION

Customer shall provide the name of a person(s) authorized to answer questions and to obligate the Customer if additional services are requested or necessary. The contact shall be personally available to meet with the Ford AV technicians and engineers and have adequate knowledge of the equipment and systems to be serviced. The contact person shall provide access to all areas and equipment rooms requiring service. The authorized person(s) is to be listed in Attachment A.

C. FORD AV CONTACT INFORMATION

To initiate a request for service or to request information, refer below for Ford AV service contact information.

Service Center:
800-654-6744
service@fordav.com

D. CUSTOMER PROVIDED SPARE EQUIPMENT

Spare parts and consumables may help expedite the repair process and Ford AV recommends that spare parts and consumables be purchased by the Customer. If purchased, spare parts will be stored at the Customer's facility. No spare equipment, parts or consumables are included with this agreement.

E. NON-HIRE

Customer and Ford AV mutually agree that, because of the high cost of training an employee, neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. DURATION OF AGREEMENT

1. The term of this agreement is for twelve (12) months beginning _____ and ending _____.
2. The agreement will automatically renew at the end of the twelve (12) month period unless cancelled by either party.
3. In the event Ford AV's service rates increase, the Customer shall receive notice prior to any renewal.

G. CALCULATION OF COSTS

1. EQUIPMENT AND MATERIALS

In the event that the Customer replaces or adds additional equipment, the cost of the materials shall be separately invoiced to the Customer.

The cost of equipment, materials and consumables shall be invoiced to the Customer based upon Ford AV's cost price plus 20%. Cost includes freight and expenses to deliver the materials to the Customer.

Any equipment found defective during a PM inspection and applicable to the manufacturer's warranty shall be replaced or repaired under the manufacturer's warranty.

2. LABOR

Pre-scheduled preventative maintenance call(s) are included in this agreement, as indicated above. This agreement covers two types of service: preventative maintenance and extended warranty service calls. Any prepaid service hours are considered used at the renewal point or end of this agreement.

3. SERVICES PROVIDED BEYOND THE SERVICE AGREEMENT

Any services requested by the Customer beyond the scheduled PM and extended warranty shall be invoiced individually and separately to the Customer.

Upon receiving a request from the Customer, Ford AV shall provide a technician or engineer on site at the labor rates listed below.

The Customer shall receive Ford AV's TXMAS discounted labor rates.

The TXMAS discounted labor rates are as follows:

Technician:

- | | | |
|----|---|-------------------|
| a. | On-site labor | \$99.42 per hour |
| b. | Overtime labor (after 5:00 PM and Saturdays) | \$149.13 per hour |
| c. | Double time labor (after 12:00AM, Sundays and Holidays) | \$198.84 per hour |
| d. | Mileage will be charged at | .65 per mile |

Engineer:

- | | | |
|----|---|-------------------|
| a. | On-site labor | \$103.11 per hour |
| b. | Overtime labor (after 5:00 PM and Saturday) | \$154.67 per hour |
| c. | Double time labor (after 12:00AM, Sundays and Holidays) | \$206.22 per hour |
| d. | Mileage will be charged at | .65 per mile |

4. TRAVEL

In the event a technician or engineer is required from another Ford AV service location, air fare, lodging, per diem and transportation will be charged. Ford AV will obtain prior approval from the Customer before authorizing additional travel expenses.

5. OTHER EXPENSES

If scaffolding, lifts, or other miscellaneous rentals or expenses are required to perform any non-warranty work, Ford AV will obtain the Customer's approval prior to providing the equipment.

6. OTHER WORK PERFORMED

At the request of the Customer, Ford AV will perform engineering, installation, and service of audio, video, and lighting systems that are outside the scope of this agreement. All work will be invoiced separately.

H. COSTS

One (1) Year Preventative Maintenance Agreement – Two (2) Visits per Year

AV Service Agreement – **\$3,370.01**

Option A: Training Services – **\$2,000.00**

TAXES: All taxes are the responsibility of the Customer. If a tax is charged to Ford AV, the Customer will be responsible for reimbursing Ford AV for this cost.

I. EXCLUSIONS

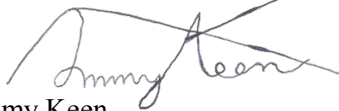
The following are excluded from this agreement

1. Acts of Nature
2. Equipment failure that is a result of negligence, modifications or work performed by others or personnel not authorized by Ford AV during the period of this agreement.

Thank you for the opportunity to submit this preventative maintenance agreement. Please call me if you would like further explanation of anything contained in this Agreement.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Tommy Keen
Service Center Support

Voice: 972-241-9966
E-mail: keent@fordav.com
Website: www.fordav.com

AGREEMENT FOR PREVENTATIVE MAINTENANCE SERVICES

Between

WEBB COUNTY

And

FORD AUDIO-VIDEO SYSTEMS, LLC

The price for the services described in Section A of this agreement is:

AV Service Agreement: **\$3,370.01**

Customer Accepts

Option A: Training Services: **\$2,000.00**

Customer Accepts

1. TERMS

- a. Payment is due, in full, upon receipt of invoice.

Submitted By:

Accepted By:

FORD AUDIO-VIDEO SYSTEMS, LLC

WEBB COUNTY

Tommy Keen
Service Center Support

Signature

Victor Garcia
Division Sales Manager

Printed Name & Title

Date

Date

ATTACHMENT A – Customer Authorized Personnel

Customer authorized personnel to request service:

Name	Phone	Email Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT B – Equipment List

Equipment covered by this agreement was previously installed by Ford AV on job number 1307317.