

MAINTENANCE & INSPECTION AGREEMENT BETWEEN  
RAMSA ELECTROMECHANIC, INC. AND WEBB COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between RAMSA ELECTROMECHANIC, INC. (the "Service Company"), whose address is 7305 San Dario #274, Laredo, Texas 78045, and Webb County Sheriff's Office (the "Customer"), whose address is 902 Victoria Street, Laredo, Texas 78040.

WHEREAS Service Company is a company engaged in the business of servicing and maintaining Skybox diesel generators with hydraulic systems and is willing to provide such services to Customer as per terms herein.

WHEREAS Customer desires to have the Service Company furnish maintenance on the following;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

**1. Maintenance Services**

Service Company shall provide a one time preventive maintenance for the following for specialty equipment listed above:

- Oil filter change
- Air filter change
- Diesel filter
- Coolant check / refill
- Belt adjustments
- AC maintenance filters
- Hydraulic system filter and oil change
- General cleaning
- Quarterly inspections

**2. Excluded Services**

Unless authorized in writing by the Customer, the Service Company shall not be required to provide any of the following services: Electronic, lamps, computer checks.

**3. Trained Employees**

Trained personnel directly employed and supervised by the Service Company will perform all services required by the terms of this agreement. The Service Company agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties.

#### 4. Contract Price

The Customer shall pay the Service Company a fixed rate of \$9,500.00 for the services described under section one (1). Payment is due after the one time preventive maintenance schedule is completed and Service Company will conduct remaining quarterly inspection at no additional cost to Customer. Payment must be made no later than May 31, 2016.

#### 5. Term of Agreement

The term of this agreement shall commence on December 08, 2015 and shall be in effect for a minimum of 12 months.

#### 6. Misc. Provisions

(a) Applicable law: this agreement shall be construed under and in accordance with the laws of the State of Texas, County of Webb and all obligations of the parties created under this agreement are performable in Webb County, Laredo, Texas.

(b) Parties Bound: This agreement shall be binding on and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this agreement.

(c) Legal Construction: in the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) Prior agreements superseded: This agreement constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

(e) Amendments. This agreement may be amended by the parties only in written form and approved by its authorized agents for both Service Company and Customer.

(f) Attorney fees: if any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

WEBB COUNTY, TEXAS

By: \_\_\_\_\_  
TANO TIJERINA  
WEBB COUNTY JUDGE

\_\_\_\_\_  
RAMSA ELECTROMECHANICAL, INC.

\_\_\_\_\_  
PRINT NAME & TITLE

ATTESTED:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MARGIE RAMIREZ IBARRA  
WEBB COUNTY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARCO MONTEMAYOR  
WEBB COUNTY ATTORNEY\*

\*By law, the County Attorney'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).