

2020 OCT -1 PM 4:03

SERVICE AGREEMENT PROGRAM

WEBB COUNTY, TEXAS

BY RET DEPUTY

Webb County
 1110 Washington St.
 Laredo, TX 78042
 Webb County Offices

COVERED ITEMS

We propose to furnish the materials and perform the labor necessary for the completion of the Scheduled Maintenance & Service Program on system(s):

(1) GET PO FOR ORDERING PARTS

Serviceable Item	Serial Number	Manufacturer	ProductType	Location
366	30762		Vertical Carousel-Lektriever	Lektriever-Public Defender's Office

SERVICE LEVEL OPTIONS

Platinum Plan (Preventative Maintenance, Labor, and Discounted Parts Program)



- * Two scheduled Preventative Maintenance inspections per year.
- * Covers 100% of all Labor Service charges for repairs.
- * 25% discount for all parts required as a result of normal wear & tear.
Does not include operator error or misuse.
- * Subject to the availability of parts.
- * Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment:

\$1,439.46

Program effective dates: 10/1/20 through 9/30/21

Gold Plan (Preventative Maintenance Program)



- * Two scheduled Preventative Maintenance inspections per year.
- * Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment:

\$1,166.28

Program effective dates: 10/1/20 through 9/30/21

For Extended Agreements we will apply a 5% discount on a 2 year price total and 10% discount on a 3 year price total. A one-time in-full payment is required to receive the discounted rate.

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at www.southwestsolutions.com for more products & services.

Sincerely,
 Chelsea Brown
 Direct: 972-331-8876
 Cell: 214-998-0045
 Fax: 888-980-8177
chelseabrown@southwestsolutions.com

Example of Inspection Report:

KARDEX Service Center: _____

Customer: _____ Operator: _____ Telephone: _____
 Department: _____ Telex: _____
 Location: _____ E-mail: _____

Service Procedure
 Horizontal Carve(s): _____

Unit
 Type: _____
 Serial number: _____
 Year of production: _____
 Customer category: _____
 Working file: _____
 Job status: see Tool link in new classification label!

Visual inspection:
 Last service: _____
 Working file: _____
 Motor running: _____
 Motor cutting: _____
 Motor start: _____
 Motor stop: _____
 Motor start/stop cycles since last service: _____

REMARKS:

1. Unit operation:
 - Motor running: _____
 - Motor cutting: _____
 - Motor start: _____
 - Motor stop: _____

2. Working and adjustment aspects:
 - Check for any necessary oil level controls: _____
 - Oil level: _____

3. Controls, electrical systems:
 - Check control panel: _____
 - Check control system: _____
 - Check control system: _____

4. Sliding doors:
 - Check door: _____
 - Check door: _____
 - Check door: _____

5. Visible signs of cables:
 - Check cable: _____

INSPECTION TEST OF UNIT MECHANICS:

1. Unit test run (1):
 - Run test run: _____
 - Run test run: _____

2. Carriers:
 - Check carrier: _____
 - Check carrier: _____
 - Check carrier: _____

3. Carrier chains:
 - Check chain: _____
 - Check chain: _____
 - Check chain: _____

4. Drive, motor, gear, drive sprocket and idler gears:
 - Check gear: _____
 - Check gear: _____
 - Check gear: _____

5. Stoppers, distance:
 - Check stopper: _____
 - Check stopper: _____
 - Check stopper: _____

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Date: _____

Unit type: _____
 Serial no.: _____

TEST OF ELECTRICAL EQUIPMENT:

1. Electrical safety and ground connections:
 - Check ground: _____
 - Check ground: _____

2. Protection measures of active parts:
 - Check protection: _____
 - Check protection: _____

3. Safety devices (1):
 - Check safety: _____
 - Check safety: _____

4. Protection devices:
 - Check device: _____
 - Check device: _____

5. Safety devices (2):
 - Check device: _____
 - Check device: _____

6. Safety devices (3):
 - Check device: _____
 - Check device: _____

7. Safety devices (4):
 - Check device: _____
 - Check device: _____

8. Safety devices (5):
 - Check device: _____
 - Check device: _____

9. Safety devices (6):
 - Check device: _____
 - Check device: _____

10. Safety devices (7):
 - Check device: _____
 - Check device: _____

11. Safety devices (8):
 - Check device: _____
 - Check device: _____

12. Safety devices (9):
 - Check device: _____
 - Check device: _____

13. Safety devices (10):
 - Check device: _____
 - Check device: _____

14. Safety devices (11):
 - Check device: _____
 - Check device: _____

15. Safety devices (12):
 - Check device: _____
 - Check device: _____

16. Safety devices (13):
 - Check device: _____
 - Check device: _____

17. Safety devices (14):
 - Check device: _____
 - Check device: _____

18. Safety devices (15):
 - Check device: _____
 - Check device: _____

19. Safety devices (16):
 - Check device: _____
 - Check device: _____

20. Safety devices (17):
 - Check device: _____
 - Check device: _____

21. Safety devices (18):
 - Check device: _____
 - Check device: _____

22. Safety devices (19):
 - Check device: _____
 - Check device: _____

23. Safety devices (20):
 - Check device: _____
 - Check device: _____

OTHER INSPECTIONS:

1. Cleanliness on floor:
 - Check floor: _____

2. Conditions or complaints raised by operator or customer:
 - Check condition: _____

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KARDEX Service Center: _____

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For more detail regarding the tests see Technical Manual, chapter Maintenance Procedures.

(*) If only a safety inspection is carried out (as Germany obligatory in compliance with the rules for the prevention of accidents (DIN BGG A1 and DIN BGG A2) only the items marked **A** are subject to inspection.

(**) Generation of the ground conductor system in compliance EN 60204-1 (B0) A3, see separate test certificate (optional) A (only if required by customer) from intervals depending on country (i.e. Germany, maximum every 3 years) (only if owner).

Inspection label with inspection date: _____ / _____ was attached.

Date: _____ Signature of service technician: _____

Unit condition:
 All maintenance works / safety inspections were performed to our satisfaction and the machine handed over in a functional condition.

Date: _____ Signature of technician: _____ Operator: _____

Customer's opinion about service performance:
 ☹ ☺ ☻
 Please tick

Remarks: _____

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ACCEPTANCE PAGE FOR SERVICE AGREEMENT

Webb County, Webb County Offices

When accepted please **CHECK** the option of choice, authorize below, and return a copy to Southwest Solutions Group via email chelseabrown@southwestsolutions.com or via fax (888) 980-8177 to the attention of CHELSEA BROWN, please retain original for your records. **Payment terms are Net 30.**

Accepted by: **Tano E. Tijerina** Date: **09/28/2020**

Title: **Webb County Judge**

Bill-To Address: **1110 Washington Street, Ste. 101**

City: **Laredo** State: **Texas** Zipcode: **78040**

Purchase Order # if appropriate: _____

Attention Accounts Payable: _____

If paying by Visa, Master Card, or American Express:

Full Name on Card: _____

Credit Card #: _____ Exp. Date: _____

OTHER NOTES

Preventative Maintenance, Service and Repair calls are provided during Southwest Solutions Group's normal work hours Monday - Friday, excluding holidays.

This Agreement does not cover repairs for damages caused by acts of God, vandalism or misuse. Southwest Solutions Group is not responsible for delays or failure to furnish parts or service caused by acts of God, labor unrest, failure of transport or operational errors and causes beyond the control of Southwest Solutions Group.

To help ensure proper operation, you should perform all routine periodic housekeeping duties as outlined in your system's operating manual. You must ensure no foreign matter or debris falls into areas that may hinder normal operation of the equipment, resulting in equipment failure.

Coverage under this Agreement will be voided if the equipment is dismantled, relocated or substantially modified without prior approval from Southwest Solutions Group.

1. **COMPLIANCE WITH LAWS:** Contractor agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including, but not limited to, those pertaining to safety, and shall obtain all licenses, registrations, or other approvals required in order to fully perform its obligations hereunder. Contractor represents and warrants that all improvements made to the property shall comply with the Americans with Disabilities Act (ADA) and all other applicable Federal/State Codes, regulations, and laws.

2. **SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

3. **GOVERNING LAW/VENUE:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties hereby further agree that for any litigation regarding this agreement that venue lies exclusively in Webb County, Texas.

4. **DEFAULT AND TERMINATION:** In the event either party interferes with the general progress of this Project intentionally, or by negligence, or intentional or negligent delay, the non-defaulting party may complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Agreement against the defaulting party, and the defaulting party shall reimburse the non-defaulting Party for any loss sustained thereby.

5. **ATTORNEY'S FEES:** In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.

6. **ENTIRE AGREEMENT:** This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between the parties. Any modifications to this Agreement must be in writing and signed by the party sought to be bound.

7. **OMISSIONS:** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any portion of this Agreement shall be omitted here-from, then it is hereby declared that such omission was unintentional and that the omitted element shall be included in order to give meaning, validity, and/or effect to any portion of this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES:** Contractor agrees to comply at all times with all federal, state, county, and/or City of Laredo building, development codes, city building permits, rules, regulations, ordinances and laws, and Contractor shall not permit the Premises or any part thereof to be used for (a) any offensive, noisy, or dangerous activity that would pose a health or safety risk; (b) the creation or maintenance of a public nuisance, (c) anything which is against public regulations or rules of any public authority at any time applicable

to the Premises; or (d) any purpose or any manner which will obstruct, interfere with, or infringe on the rights of other tenants or adjoining properties.

9. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10. **AMENDMENT:** No amendment, modification, or alteration of the terms of this Agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and approved by the Webb County Commissioner's Court and duly executed by both of the parties hereto.

11. **TIME OF ESSENCE:** Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.

12. **ADDITIONAL PROVISIONS:**

Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

Confidentiality. Any confidential information provided to or developed by Consultant in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of **WEBB COUNTY**.

Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, will-full misconduct, negligent act or omission, or other wrongful act of either of them.

Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on this 29th day of September, 2020.

SOUTHWEST SOLUTIONS GROUP

By: J. Calvin Miller
Name/Title J. Calvin Miller, CFO/COO

Date: September 29, 2020

WEBB COUNTY, TEXAS

For: Tano E. Tijerina
Hon. Tano E. Tijerina
Webb County Judge
Date: September 30, 2020

ATTESTED:

Margie Ramirez-Ibarra
Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Ray Rodriguez
Ray Rodriguez, Asst. General Counsel
Webb County Civil Legal Division

*By law, this 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 September 28th, 2019; Item No. 8A Public Def/Lektiever/2020-2021/S.W. Solutions Group