

TECHNOLOGY ASSURANCE PLAN

with

WEBB COUNTY

MARGIE R. IBARRA
COUNTY CLERK
FILED
2021 APR - 8 PM 2:57
WEBB COUNTY, TEXAS
BY *PCA* DEPUTY

A. INTRODUCTION

This Technology Assurance Plan for Managed Support Services (herein referred to as 'Agreement') is entered into between Ford Audio Video Systems, LLC (Ford) and Webb County (Customer) for the provision of services described herein subject to the terms and conditions as stated.

B. COVERED FACILITIES

1. The facility (or facilities) covered by this Agreement:

Webb County
1000 Houston Street
Laredo, TX 78040

C. PREVENTATIVE MAINTENANCE SCOPE OF WORK

1. Ford shall perform a pre-scheduled service call for the purpose of conducting routine preventative maintenance (PM) and to check the general operation of equipment. A list of the equipment and locations to be inspected under preventative maintenance visits is listed in Attachment B.
2. Two (2) PM visits are included for the term of this Agreement.
3. Each PM visit will be scheduled in advance with the Customer, taking place during normal business hours, 8:00 am to 5:00 pm, Monday through Friday, and does not include expendable materials used (e.g. light bulbs, light fixture lamps, fuses, batteries, portable connection cables, etc.), system programming, or failed equipment not covered by a manufacturer's warranty.
4. During the PM visit, Ford shall perform the following tests and document the results, if applicable.
 - a. Video displays 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. Active 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 including:
 - 1) Alignment

- 2) Source synchronization
 - 3) Color and contrast
 - 4) Clean filters if applicable
 - 5) Record and report lamp hours when requested
- f. Control Systems and general systems operation shall be verified for operation per the original system design including:
- 1) System and equipment control functionality
 - 2) Power up/down sequences
 - 3) Signal switching and routing
 - 4) Equipment will be replaced or repaired under manufacturer's warranty if applicable
 - 5) Changes and updates to existing control system functionality including programming, user interface controls and graphics are not included in this Agreement
- g. Video conferencing equipment (VTC), unless specifically noted otherwise, including CODEC's, cameras, infrastructure, and other components are not included in this Agreement.
- 1) If specifically noted and included with this Agreement, all VTC equipment shall be covered by an active, manufacturer maintenance plan, allowing for software/firmware updates and other direct manufacturer support.
 - 2) Ford can make no guarantee concerning support of these products without a valid and active maintenance contract from the manufacturer.
- h. An email notice shall be sent to the Customer in the event that a PM inspection identifies malfunctioning equipment or improper system operation.
- i. Break-fix, equipment repairs, programming changes, unless specifically included and covered herein, all labor, materials, travel, shipping and handling fees required to repair or restore a system to normal operation, shall be quoted outside the terms of this Agreement.
- 1) Upon notification and approval by the Customer, Ford shall proceed to schedule and implement system break fixes and equipment repairs.
 - 2) Ford service rates as described herein shall apply.

D. CUSTOMER AUTHORIZED CONTACT INFORMATION

The Customer will provide the name of persons(s) authorized to answer questions and to obligate the Customer, if additional services are requested or necessary. The Customer or their designee will be personally available to meet with Ford personnel at the Customer site(s) and have adequate knowledge of the location and status of audio/video equipment and systems. The Customer Contact Person(s) will provide access to all areas and equipment rooms where support services are required. The authorized Customer Contact Person(s) are to be listed in Attachment A of this Agreement.

E. FORD CONTACT INFORMATION

To request technical assistance, get answers to questions on your AV systems, or to schedule a service call with the Ford Technical Assistance Center (TAC):

Technical Assistance Center
Phone: 800-654-6744
Email: service@fordav.com

F. AV EQUIPMENT SPACES AND ROOMS COVERED

The applicable equipment, spaces, and rooms covered by this Agreement shall be listed in Attachment B of this Agreement.

G. CUSTOMER PROVIDED SPARE EQUIPMENT

Spare parts and consumables may help expedite the repair process and Ford recommends that spare parts and consumable be purchased by the Customer.

1. If purchased, spare parts shall be stored at the Customer facility.
2. Unless specified herein, no spare parts, equipment, or consumables are included with this Agreement.
3. Ford recommends maintaining spare equipment with the current settings loaded and firmware revisions matched to the equipment in the currently used system(s).

H. OWNER-FURNISHED EQUIPMENT (OFE)

1. Materials or equipment provided by the Customer (OFE), if any, to be included in this agreement, shall have no warranty or guarantee by Ford unless otherwise specified herein. Use of OFE is solely at the discretion of the Customer and support of OFE at the discretion of Ford.
2. The Customer may have products that require an active maintenance contract from the manufacturer in order to receive software/firmware updates and support from that specific manufacturer. Unless specifically identified herein, Ford has not included any manufacturer specific maintenance agreements or manufacturer support agreements or fee(s) pertaining to such, as part of this Agreement. Ford can make no guarantee concerning support of these products without a valid and active maintenance contract from the manufacturer.

3. The Customer is responsible for the installation and registration of all software on OFE computers. Ford shall provide the Customer with system requirements for the Ford provided software. However, the Customer is responsible for installing the software on the OFE computers and/or the OFE network. All software related customer support shall be directly provided by the software manufacturer.
4. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford service personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the service call.

I. NON-HIRE

The Customer and Ford mutually agree, 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 the 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.

J. DURATION OF AGREEMENT

1. The term of this Agreement will be one (1) year beginning upon execution of this Agreement.
2. This Agreement can be renewed at the end of the one (1) year period and shall be subject to adjustments based on the age of the equipment and Ford's labor cost.

K. SERVICE LABOR

1. Services requested in writing by the Customer beyond the scope of this Agreement shall be invoiced separately to the Customer.
2. At the written request of the Customer, Ford shall perform engineering, programming, installation, and service on equipment and systems. Ford shall provide a service technician, programmer, or engineer, at the labor rates listed herein.
3. Discounted Labor Rates
 - a. When service is requested by the Customer, Ford's dispatch shall schedule a service a service call at the next available opening.
 - b. The following discounted labor rates through the Technology Assurance Plan are for Ford's "normal business work hours" which are 8:00 AM to 5:00 PM Monday through Friday:
 - 1) Service Technician: \$120.00 per hour
 - 2) Engineer: \$150.00 per hour
 - 3) Programmer: \$150.00 per hour

c. Overtime is charged at one and one-half times the standard hourly rate. Double time is charged at two times the standard hourly rate.

1) Overtime is time worked outside the normal business work hours. Double time is time worked after 12:00 AM, on Saturdays or Sundays, and holidays.

4. Travel

a. Travel outside of the scope of this Agreement, shall be billed at \$80.00 per hour, unless the physical address where the service call is to be made is within 30 miles of a Ford divisional location. Additional travel expenses may include airfare, lodging, per diem or other transportation costs such as taxis, busses and tolls.

5. Other Expenses

a. If scaffolding lifts, or other miscellaneous rentals or expenses are required to perform any work outside the scope of this agreement, Ford will obtain the Customer's approval prior to providing the equipment.

6. Service work performed by Ford is backed with a 90 day workmanship warranty.

L. AGREEMENT COST

1. Annual Cost: \$1,825.00

2. Number of Preventative Maintenance visits per year: Two (2)

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

4. Onsite labor is billed at a one (1) hour minimum.

M. FORD HOLIDAYS

1. Ford closes for the following holidays unless otherwise agreed. Work may not be performed or services available for these holidays, unless otherwise defined herein:

a. New Year's Day

b. Memorial Day

c. Independence Day

d. Labor Day

e. Thanksgiving Day and the Friday after

f. Christmas Day

N. TERMS

1. The Customer will issue a purchase order in accordance with the terms and conditions of this Agreement.
2. An invoice for the full amount shall be submitted. Upon payment, the Agreement shall be initiated. All invoices are due net 10.

Thank you for the opportunity to submit this Technology Assurance Plan Agreement. Please call me if you would like any further explanations of anything contained in this Agreement.

Sincerely,
FORD AUDIO VIDEO SYSTEMS, LLC

Crystalle Guss

Crystalle Guss
Service Plan Specialist

Voice: 800-654-6744
E-Mail: service@fordav.com
Website: www.fordav.com

TECHNOLOGY ASSURANCE PLAN AGREEMENT

Between

WEBB COUNTY

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that Webb County and Ford Audio Video Systems, LLC have entered into a contract in the amount of \$1,825.00, for the purchase of services as described herein.

Webb County and Ford Audio Video Systems, LLC, by and through their respective signatories to the agreement, each represent to the other that they are authorized to enter into this Agreement.

We do both agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC



Crystalle Guss
Service Plan Specialist

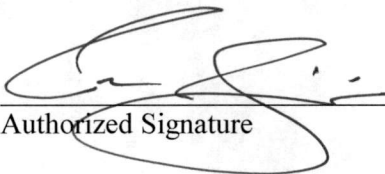
Randy Duncan

Randy Duncan
Division Manager

3/29/2021

Date

WEBB COUNTY



Authorized Signature

Webb County Judge, Tano E. Tijerina


Printed Name and Title

3/29/2021

Date

IN WITNESS WHEREOF, Webb County, Texas has caused this instrument to be executed in its behalf by Hon. Tano E. Tijerina, its Webb County Judge, duly authorized by the Commissioner's Court of Webb County, Texas, and INTERNATIONAL BUSINESS MACHINES, CORP., on this 8th day of March, 2021

WEBB COUNTY, TEXAS



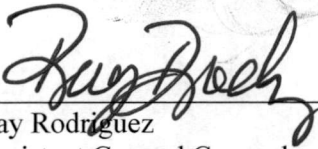
Tano E. Tijerina
Webb County Judge
Date: 3/29/2021

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Ray Rodriguez
Assistant General Counsel
Webb County 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
March 8, 2021; Item No. 13.a.

ATTACHMENT A - CUSTOMER AUTHORIZED CONTACTS

Listed are the names of the individuals who are authorized by the Customer to provide Ford access to all areas and equipment rooms and who can approve additional expenditures on behalf of the Customer.

NAME	PHONE	EMAIL ADDRESS
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ATTACHMENT B - ROOMS, SPACES AND EQUIPMENT LIST

Equipment provided and installed by Ford on Job 1307317 and owner furnished Shure equipment are covered by this agreement.