



PO Box 2841 ∞ Flagstaff ∞ AZ ∞ 86003 ∞ (928) 380-6164

AquaFlow Int'l, Inc. Annual Maintenance Agreement

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**THIS AGREEMENT** is made on the 1st day of October, 2021 by and between Webb County, Texas (hereinafter CLIENT) located at 1000 Houston St. Laredo. Texas 78040 and AquaFlow Int'l, Inc. (hereinafter AF) located at: 5375 N Dodge Ave. Flagstaff, Arizona 86004. AF and CLIENT may be referred to individually as PARTY or collectively as PARTIES.

AF and the CLIENT agree to the following terms and conditions: AF will provide to the CLIENT with Maintenance Services and Repair PRODUCTS that are selected in Attachment "A" attached herewith, that will be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

**TERM OF AGREEMENT:** The CLIENT shall commit to using all PRODUCTS and SERVICES for a minimum term of one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE and shall automatically renew for additional one-year periods until terminated by either party. The Agreement shall remain in effect unless either PARTY provides a written notice of termination, given 30-days in advance preceding the expiration of the current term.

**EARLY TERMINATION:** In the event of early termination of the Annual Maintenance Agreement, the CLIENT shall forfeit any remaining annual fees paid for the Annual Agreement. No refund shall be due the CLIENT.

**COMPENSATION FOR AF:** Compensation for AF for the PRODUCTS that the CLIENT selects to purchase, or use are listed in Attachment "A".

**AF'S RESPONSIBILITIES:** AF shall provide the CLIENT online access to reports of activities and transactions by the CONSUMER.

**TRAINING:** The CLIENT'S employees shall will receive unlimited, one-on-one training Via Zoom upon requested. AF also shall provide a training Video for the system to the CLIENT. AF shall provide timely service for any questions concerning transactions and other activities.

**THE CLIENT'S RESPONSIBILITIES:** THE CLIENT shall provide payments for any charges incurred as listed in Attachment "A"

**CONFIDENTIALITY and NON-DISCLOSURE:** Both parties agree that any confidential information will not be disclosed to anyone outside AF or the CLIENT's companies without prior consent of the other party. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties.

**AMENDMENTS TO AGREEMENT:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

**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.

**SEVERABILITY:** Each paragraph and provision hereof are severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

**PROHIBITION AGAINST ASSIGNMENT:** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

**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.

AquaFlow Int'l, Inc. 2012- 2021

CLIENT Initials

AF Initials



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**AMENDMENT:** No changes to this Agreement shall be made except upon written agreement of both parties.

**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.

**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 amendment hereto.

**GOVERNING LAW:** This Agreement is governed and is to be construed in accordance with the laws of the State of Arizona without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the county courts of Coconino County, Arizona.

**IMMUNITY:** Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents because of the execution of this Agreement and performance of the functions and obligations described herein.

**CLIENT: WEBB COUNTY TEXAS**

**Vendor: AQUAFLOW INT'L, INC.**

\_\_\_\_\_  
TANO E. TIJERINA  
WEBB COUNTY JUDGE  
DATE: \_\_\_\_\_

\_\_\_\_\_  
JONATHAN M. KELLER, PRESIDENT  
DATE: \_\_\_\_\_

**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  
November 22nd, 2021; Item No. \_\_\_\_\_.



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## Attachment "A"

### 2021/2022 Rates and Part Costs

**Transaction Fee's:** There is a transaction fee for all transaction at any of the water sites of \$ 0.10 per transaction. This fee is billed for the transaction from July 1 to June 30<sup>th</sup> each year. The transaction Fee's are billed in Sept and due by Oct 1<sup>st</sup>. The transaction fee covers the Cloud based fees and the upkeep of the cloud-based services and database.

**Maintenance Program Fee:** The Annual Maintenance fee is currently \$ 1398.00 for the first loading station, and 850.00 for each the other loading stations. The Annual Maintenance gives you priority service. That means that when you call with an issue with one of the sites, we will send the parts required for the repair (up to a complete System Board) out within 24 business hours, without receiving your board back first. Then you return the damaged parts or boards and repair whatever needs to be fixed and charge you for the parts at a 30% discounted rate and you receive free labor for the repair. All repairs are completed on a swap basis by USP or Fed-Ex.

**Site Visit:** Site visits can be provided but are not included in the Maintenance program. A separate Quote shall be provided if needed prior to any visit.

**Software Upgrades:** Normal software upgrades provided by AquaFlow Int'l, Inc. shall be provided free of charge as long as the Maintenance program is in effect. Any requested programming changes requested by the customer comes at a cost to the customer. A quote is always provided before any programming changes are made on a customer's request.



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## Attachment "A"

### 2021/2022 - Parts Price List

Description	With Maintenance	Without Maintenance
Face Plate (with Embedded Keypad)	\$360.43	\$514.90
AF/AT Green Board (NEW Empty)	\$1,399.23	\$1,998.90
AF/AT Computer Chip Re-Program	\$623.63	\$890.90
AF/AT Computer Chip (New)	\$2,081.88	\$2,974.12
Office Unit Housing	\$699.30	\$999.00
AF/AT Screen	\$181.93	\$259.90
RFID Card Reader	\$369.39	\$527.70
5VDC Power Supply	\$41.93	\$59.90
12VDC Power Supply	\$41.93	\$59.90
Flow Sensor Plug	\$13.93	\$19.90
Valve Plug	\$13.93	\$19.90
Board Testing	\$343.00	\$490.00
Face Plate Housing Powder Coated	\$343.00	\$490.00
RFID Custom Printed Cards	\$3.43	\$4.90
Mileage Charge (Per mile round trip)	\$2.07	\$2.95
Labor ( 2hr Min) Travel Time	\$52.50	\$75.00
Labor ( 1hr Min) On Site Time	\$129.50	\$185.00
UPS	Rate	Rate X 1.5
4" Polished Stainless Steel 24vdc Butterfly Valve, 100 Nu Actuator.	\$2,093	\$2,990.00
Transaction Charges	\$ 0.10	\$ 0.10