



30 YEARS OF IT SERVICES

Antares Development Corporation  
6243 West IH 10 Suite 870  
San Antonio, Texas 78201 USA  
Voice 210.736.2220 FAX 736.2242

October 1, 2016

The Honorable Ms. Margie Ibarra  
Webb County Clerk  
1110 Victoria St. Ste. 201  
Laredo, Texas 78040

Dear Ms. Ibarra:

This is to confirm the Antares Development Corporation (Antares) services and annual fees for providing maintenance support for the following software application system deployed by Antares for the Office of the Webb County Clerk:

**Vital Records and Military Discharge Records System** for electronic capture, management and issuance of vital and military discharge records utilizing Kofax, Open Text and Custom Antares software and Fujitsu scanners. (See Appendix A for description of system components.)

**Services to Be Provided**

Antares will provide maintenance support services in response to phone, email or in person requests for services by persons authorized to submit requests. Services will include phone, email and remote access support as deemed appropriate by Antares. Antares will handle to the point of resolution problems resulting from proper use of systems or provide a recommended work-around. Antares will not be responsible for resolving problems resulting from user error and/or network or infrastructure server and workstation software and hardware failures. See the attached agreement and appendices A and B for more details.

Please review the attached agreement and advise us if you have any questions or additions.

Upon your notice of concurrence with the agreement, we will send you a signed version for final review and approval.

We look forward to a fruitful and successful new year of working together.

Sincerely,

ANTARES DEVELOPMENT CORPORATION

*Hector F. Davila*

Hector F. Davila  
President

Attachment: Antares Maintenance and Support Agreement

## **AGREEMENT**

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement is made by and between the Webb County Clerk (WCC) and Antares Development Corporation (ANTARES). In consideration of the promises and of the mutual covenants and agreements regarding maintenance and support for software systems as described herein, the parties hereby agree as follows:

### **MAINTENANCE AND SUPPORT SERVICES**

#### **WEBB COUNTY CLERK (WCC):**

WCC will use the following distinct custom software systems developed and deployed by ANTARES for Vital and Military Discharge Records System (VMDRS) and described in more detail in Appendix A:

#### **ANTARES (ANTARES DEVELOPMENT CORPORATION):**

Under this Agreement, ANTARES will use all reasonable commercial efforts to make all necessary adjustments, corrections, repairs and "software bug fixes" necessary to keep the software, when installed on the supported hardware and with the appropriate database, operating in compliance with the manuals and documentation provided pursuant to the Software License Agreement covering the software modules. In addition, ANTARES shall provide standard support service for resolving login issues, basic usage questions and defect/service outage reporting caused by ANTARES.

It is WCC'S responsibility to obtain, install and maintain the operating system and database versions supported by ANTARES. A current list of supported operating systems and databases may be obtained from ANTARES who will provide advance notice to WCC when an operating system or database version will no longer be supported.

ANTARES will be available to provide technical assistance on all aspects of the systems developed by ANTARES to assure efficient and effective use of the network systems, software and hardware. When necessary, WCC agrees to provide ANTARES representatives with online or dial-up access to the WCC software and equipment on which the software runs in order for ANTARES to effect necessary adjustments and repairs.

ANTARES's customer support service will assist WCC should it encounter problems with any of the covered items mentioned in paragraph above or have reasonable questions about its usage. WCC acknowledges that standard support is to facilitate normal operational usage of the Software and not value-added services that will require a trained professional to accomplish. Any additional integration or WCC-side configuration is not included in the fee.

## **TERM AND FEES**

The Term of this Agreement shall be from October 1, 2016 to September 30, 2017. The fee for supporting the system is \$24,000.

Webb County Clerk also has the option to renew for two additional one-year periods, on substantially the same terms as this Agreement, by providing written notice of its intent to renew prior to the end of the then current contract period.

A prepay invoice for the supported system will be presented upon approval of this agreement with payment due upon receipt.

## **ADDITIONAL SERVICES**

Additional related services, including system modifications and upgrades, may be provided by Antares based on requirements, needs analysis and corresponding scope of work and deliverables mutually agreed to by both parties in writing at a rate of \$150.00 per hour.

An invoice for additional approved services will be due upon receipt.

## **EARLY TERMINATION**

This agreement may be terminated prior to the Termination Date upon Mutual consent of all parties to this agreement; or

By WCC if funds allocated should become reduced, depleted, or unavailable during the Agreement period and the WCC is unable to obtain additional funds for such purposes; or

By either party upon not less than thirty (30) days written notice from the terminating party to the non-terminating party.

In the event that WCC terminates this Agreement because allocated funds become reduced, depleted, or unavailable during the Contract period, WCC shall immediately provide written notification to ANTARES of such fact.

ANTARES shall not incur new obligations after the receipt of notice, unless expressly permitted by WCC in writing, and shall cancel as many outstanding obligations as possible. The WCC shall not owe any fee, penalty or other amount for exercising its right to terminate the Contract. In no event shall WCC be liable for any services performed, or costs or expenses incurred, after the Termination Date of Contract or after the date upon which allocated funds become reduced, depleted or unavailable. Early termination by either party shall not nullify obligations already incurred or the performance or failure to perform obligations prior to the Termination Date.

If ANTARES or WCC materially breach any of the terms or conditions of this Agreement and such default continues for 30 days after written notice by the other party, this Agreement may be

terminated by such another party. However, if a material breach of this Agreement is of such a type as cannot be corrected within such 30 day period, the termination shall not be effective as long as the defaulting party has taken steps to correct such breach with the 30 day time period and continues to work in good faith to correct the breach, using reasonable commercial efforts, within a reasonable time thereafter.

### **RELATIONSHIP OF THE PARTIES**

It is understood and agreed that the relationship of the ANTARES to the WCC is that of an independent ANTARES. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either expressly or impliedly, a joint venture or partnership.

### **DISPUTE OR CONTEST**

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorneys' fees incurred by the prevailing party and any and all court costs applicable thereto.

### **CORPORATE AUTHORITY**

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

### **FUNDING AVAILABILITY**

This agreement is contingent upon funding being available for the term designated in this agreement. The ANTARES shall have no right of action against the WCC in the event that the WCC is unable to perform its obligations under this agreement as a result of this suspension, termination, withdrawal or failure of funding to the WCC.

### **PROFESSIONAL STANDARDS**

ANTARES agrees to abide by and perform its duties accordance with the applicable ethics of its profession, and all applicable federal, state, and municipal laws, regulations and ordinances regulating the profession.

## **AMENDMENT OR MODIFICATION**

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

## **ASSIGNMENT**

Neither this agreement nor any duties or obligations under it are assignable by the ANTARES without the prior written consent of the WCC.

## **ENTIRE AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

## **PARAGRAPH HEADINGS**

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

## **NO WAIVER**

A failure or delay in the enforcement of the rights detailed in this agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this agreement despite delay or failure to enforce those rights.

## **NOTICES**

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

Hector F. Davila, President  
Antares Development Corporation.  
Ste 870  
6243 IH 10 West  
San Antonio, TX 78201

Margie Ramirez Ibarra  
Webb County Clerk  
Justice Center  
1110 Victoria  
Laredo, TX 78041

## **CONFIDENTIALITY**

If either party receives from the other party written information which is marked or understood to be "Confidential" and/or "Proprietary," the receiving party agrees not to use such information except in the performance of this Agreement, and to treat such information in the same manner as it treats its own confidential information, and to prevent unauthorized use or disclosure of the confidential information. The obligation to keep information confidential shall not apply to any

such information that has been disclosed in publicly available sources; is through no fault of the party receiving the confidential information hereafter disclosed in a publicly available source; is in rightful possession of the party receiving the confidential information without an obligation of confidentiality; or is required to be disclosed by operation of law.

**TEXAS LAW**

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

**SIGNED**, accepted, and agreed to this 23<sup>rd</sup> day of January, 2017, by the undersigned parties, executed in duplicate by authorized representatives.

WEBB COUNTY  
By: [Signature]  
Tano E. Tijerina                      Date  
Webb County Judge

ANTARES DEVELOPMENT CORPORATION  
By: Hector F. Davila  
Hector F. Davila                      Date 10/1/2016  
President

APPROVED AS TO FORM:  
By: [Signature]  
Marco A. Montemayor                      Date  
County Attorney

ATTESTED:  
By: [Signature]  
Margie Ramirez-Ibarra                      Date  
Webb County Clerk



**Passed and approved by The Webb County Commissioners Court on January 23, 2017. Item # 30.**

## Appendix B

### Antares Services Procedures

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#### Vital and Military Discharge Records Management and Issuance System

This system consists of the following tightly integrated software applications and custom modules:

- a. **Kofax Capture software and Fujitsu scanners** deployed to 2 workstations for capturing new birth and death certificates, amendments and supporting documents and military discharge records and supporting documents. Captured images are indexed and then sent to the secure document management (DM) repository ready for search and retrieval as needed and secure printing on bank note paper.
- b. **Kofax Capture Software with Custom Request Application Module and Fujitsu scanners** installed on two workstations for scanning individual request applications for birth, death and military discharge certificates along with Identification cards or other proof of identity and releasing them to a document management (DM) repository.
- c. **Open Text eDOCS software** (DM Repository) for securely managing all certificates, applications, identification cards and other supporting documents, providing foundation for easy search and retrieval for viewing and printing as needed.
- d. **Antares Certificate Print software (Vitals)** that provides a secure process for retrieving individual certificates from DM repository, printing certified legal or letter size copies on sequentially numbered Banknote paper and keeping track of each issuance to meet regulations regarding total issuances of each certificate and compliance with Do Not Issue (DNI) orders.
- e. **Antares Certificate Print software (Discharge)** that provides a secure process for retrieving individual military discharge records (e.g., DD-214) from DM repository, printing certified legal or letter size copies on designated paper and keeping track of each issuance to provide a audit trail of issuances.

# Appendix B

## Antares Services Procedures

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### 1. Vital and Military Discharge Records System (VMDRS) Maintenance Support Services

#### 1.1 Overview

The Office of Webb County Clerk (WCC) uses Vital and Military Discharge Records System (VMDRS) including Antares developed Custom Certificate Print software (Cert Print) which is based on the OpenText eDOCS software. The WCC has need for periodic technical support for the system administrators, technical support staff and end users. Antares is thoroughly knowledgeable with WCC installation of the VMDRS, having deployed system and has invested extensive time and resources developing the capabilities to provide this needed support on a continuing, cost effective basis. The intent of this Appendix is to provide procedures for consistent and reliable support to assist WCC in its ongoing use of the system.

#### 1.2 Support Services

Antares shall provide customer support from its San Antonio offices.

##### 1.2.1 Support Call

A support call can be initiated by a designated Office of Webb County Clerk representative calling e-mailing the Antares offices at 210-736-2220 or [support@antares-corp.com](mailto:support@antares-corp.com) or Miguel Caldera at 210-771-5310 or [mac@antares-corp.com](mailto:mac@antares-corp.com), Brandon Dwyer at 210-875-4900 or [bmd@antares-corp.com](mailto:bmd@antares-corp.com) or Robert Davila at 210-875-7380 or [rmd@antares-corp.com](mailto:rmd@antares-corp.com).

##### 1.2.2 Standard Support Hours, Schedule and Response Time

Standard Support hours are 8:00 AM to 5 :00 PM Central Standard Time, Monday through Friday, except for Antares holidays. Antares shall respond within four hours (or next business day if response time limit falls after standard support hours) to a customer support request. Phone calls will be returned by phone, and emails will be returned either by phone or by email to the individual sending the request. Where possible, the response will be the resolution of the issue, but if required, the technician may notify the individual initiating the call that more research is needed.

All time spent resolving issues will be counted against hours purchased as part of the support agreement.

##### 1.2.3 Support Responsibilities

Antares will handle to the point of resolution problems resulting from proper use of product or provide a work-around. Antares will not be responsible for modification to or upgrade of VMDRS under standard support. However, system modifications, onsite support upgrade installation and other onsite support services are available under this Agreement as indicated below.

##### 1.2.4 Standard Support

Support includes phone and email support, meetings and reviews, online technical research, authorized remote access to Webb County Clerk system for trouble shooting and minor adjustments, interaction via phone or e-mail with OpenText or Kofax technical support staff as it relates to the WCC system and work in the Antares lab or by remote access to the WCC system



to trouble shoot and solve the reported problems. Support time will be recorded in 30 minute increments.

#### 1.2.5 Onsite Support

Onsite Support may be provided with prior written or e-mail approval by the WCC or her designated representative. Onsite support time will be recorded in 30 minute increments with an 8 hour minimum and will include travel time between WCC offices and Antares' San Antonio office. Incurred travel expenses will be reimbursed upon presentation of expense report.

#### 1.2.6 After Hours Support

After Hours support is not provided in the standard support hours but is available as needed with prior written approval from a designated WCC representative. Onsite Support provided during standard support hours may be extended to After Hours at the standard rate on the Agreement of both designated representatives. After hours support will be recorded in 1 hour increments at the rate of 1.5 standard hours.

#### 1.2.7 Additional Hours

Hours in excess of the standard support hours may be purchased as needed. These hours may be purchased after all available hours have been expended or purchased in advance for tasks that are to be handled outside of the basic support hours. All additional hours will require written approval the designated representative or designee.

#### 1.2.7 Hours Not Rolled Over

Support includes the Antares cost to maintain a technical infrastructure and professional staff with knowledge of the WCC system in order to respond to WCC support requests, whether or not all allocated hours are used. Consequently, hours not used during one year will not be rolled over to the next year.

## **2. Contractor Standards**

Antares shall perform its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

## **3. Administration and Contact Persons**

The Webb County Clerk is responsible for all required contractual charges that involve additional funds and is the designated representative for WCC and is responsible for all required approvals. Gene Rodriguez, Antares Vice President, is the designated representative for Antares. Both individuals may appoint alternates for performing designated aspects of work under this Agreement. Alternates will be designated via email to the designated representative named above.