

**INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN  
WEBB COUNTY AND AVOTUS**

**WHEREAS** at a Webb County Commissioner's Court Meeting held on the 23rd day of October 2017, the Court approved for a 2017-2018 Annual Support Software Contract Renewal, to provide the following services as an Independent Contractor and/or as a Professional, Support for Implementation.

**NOW, THEREFORE, IT IS AGREED** by, and between the parties hereto the County of Webb, acting by and through its Commissioner's Court, hereinafter referred to as "County" and Avotus, hereinafter collectively referred to as "Independent Contractor" and/or "Professional", shall provide "County" with the scope of services as more particularly described and set forth herein-below;

**Effective Date, Services Provided/Completion Date and/or Termination Date**

The effective date of this Agreement is November 1st, 2017, and the Independent Contractor Services and/or Professional Services shall be completed and submitted to "COUNTY", on or before thirty (30) days after the execution of this agreement and shall terminate (1) one year upon review and written acceptance of the Independent Contractor and/or Professional services provided as described herein-below by "COUNTY".

**Independent Contractor/Professional Services Provided**

It is hereby covenanted and agreed by the parties that the services to be provided to "County" by the Independent Contractor and/or Professional shall incorporate the requirements as set forth in this renewal.

**Compensation**

The County of Webb shall pay the Independent Contractor and/or Professional for such services the total sum of THIRTEEN THOUSAND SEVEN HUNDRED FIFTY NINE DOLLARS AND .44/100 CENTS (\$13,759.44) for the above described services, which shall be paid in accordance with the terms and conditions set forth and/or within 30 days, whichever term is greater, after completion, review and acceptance of these services by "County".

**Independent Contractor**

In the performance of work, duties, and obligations required of the Independent Contractor and/or Professional, whether one or more, under this Agreement, it is mutually understood, and agreed, that Independent Contractor/Professional is, at all times, acting and performing as an independent contractor. Webb County's sole interest is to assure that Independent Contractor and/or Professional's services be performed and rendered in a

competent, efficient, and satisfactory manner. The Independent Contractor and/or Professional hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

**Terms and Conditions**

The Independent Contractor and/or Professional certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Independent Contractor and/or Professional shall advise the County, in writing, of any change in status of the Independent Contractor and/or Professional which may materially affect the ability of Independent Contractor and/or Professional to legally, or professionally, carry out the duties herein.

**THIS AGREEMENT, IS “AT WILL”, AND MAY BE TERMINATED AT ANY TIME, BY WRITTEN NOTICE, OF EITHER PARTY.**

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner’s Court.

Any notices required to be sent hereunder shall be sent as follows:

TO: Lisa Turcotte  
Avotus Corporation  
P.O. Box 200837  
Pittsburgh, PA 15251-0837  
(800) 746-4460 ext. 6139  
E:Mail; [lise.turcotte@avotus.com](mailto:lise.turcotte@avotus.com)

TO: Joe Lopez, III  
Webb County Purchasing Agent  
1110 Washington St.  
Laredo, Texas 78040  
(956) 534-4125  
E:Mail; [joel@webbcountytx.gov](mailto:joel@webbcountytx.gov)

**SEVERABILITY**

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

**Prohibitions against Assignment.**

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

**Venue/Laws of Texas**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

**Notices**

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

**Entire Agreement**

This Agreement and the attached renewal notice incorporate all the agreements, covenants, and understandings between the parties herein 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.

**Amendment**

No changes to this Agreement shall be made except upon a signed written agreement of both parties.

**Confidentiality**

Any confidential information provided to, or developed by, Independent Contractor and Professional, in the performance of the 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 COUNTY. All work products, whether in draft or final form are the sole property of Webb County and may not be used by INDEPENDENT CONTRACTOR and/or PROFESSIONAL for any purpose without written consent of COUNTY.

**Headings**

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

**Counterparts**

This Agreement maybe executed in any number or, 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.

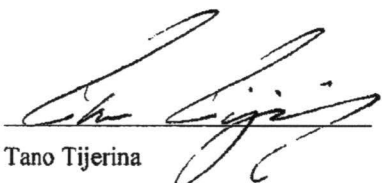
**Terminology and Definitions**

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.

EXECUTED in duplicate originals this 27 day of October, 2017.

WEBB COUNTY, TEXAS

Avotus Corporation



Tano Tijerina  
Webb County Judge



Jayraj Chheda (CEO), President

**ATTEST:**

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alexandra Colessides  
Director, Webb County Civil Legal division  
\*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).

Presented for Approval at the Webb County  
Commissioner's Court meeting held on the 23<sup>rd</sup> day of  
October, 2017, Item No. 87.

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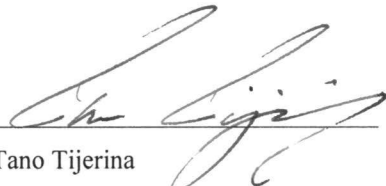
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WEBB COUNTY, TEXAS

Avotus Corporation

  
Tano Tijerina  
Webb County Judge

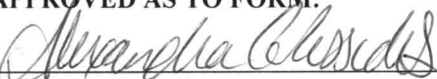
\_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

  
Margie Ramirez Ibarra  
Webb County Clerk



APPROVED AS TO FORM:

  
Alexandra Colessides

Director, Webb County Civil Legal division  
\*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).

Presented for Approval at the Webb County Commissioner's Court meeting held on the 23<sup>rd</sup> day of October, 2017, Item No. 8h.



## 90 DAY ANNUAL SUPPORT RENEWAL NOTICE

**Opportunity ID:39246**
**PLEASE DELIVER TO:**
**End User Sold-to Information:**

 Webb County  
 1110 Washington St. Laredo, TX, 78040  
 Tel: (609) 235-6865  
 Fax: (000) 000-0000

**Ship-to Information:**

 Webb County  
 1110 Washington St. Laredo, TX, 78040  
 Tel: (609) 235-6865  
 Fax: (000) 000-0000

Thank you for using solutions from Avotus. We're pleased to be working with you to help your organization cut the cost of communicating.

Our records indicate that your previous Software Maintenance Agreement expires on 10-31-2017. Below are just a few valuable benefits you will receive with Avotus Support and instructions on how to renew.

**With the purchase of an Annual Support Agreement, you will continue to benefit from**

- **Access to the experts** through live, telephone Technical support to ensure that you are always getting the most out of your Avotus products. Telephone support is available from Monday to Friday 8:00 a.m. to 4:30 p.m. local time.
- **Delivery of software updates** to make sure you have the best possible communication solution. \*  
 \* Available for following product lines only: **Avotus Professional, ICM, Intelcontrol**
- **Repairs and ROM Chip upgrades** to MDR-2000 & MDR-2000e buffer boxes if listed as line item below.
- **Privileged access to on-line support** at [www.avotus.com](http://www.avotus.com) which includes technical tips, FAQs, and online documentation.
- **The opportunity to influence** future product enhancements.

License Size	Product Code	Product
14400	ACMHTAP-02	<u>Avotus ICM Application Server/Month/Employee/Up to 2K Employees</u>
12	ICMDATACOL-IP	<u>ICM Unity Data Collection - Additional Site Monthly Fee - IP Collection</u>
14400	ICMHTECA-02	<u>Avotus ICM Enhanced Call Accounting/Month/Employee/Up to 2K Employees</u>

 **Option 1**

Term of Agreement:	New Contract Start Date	New Contract End Date
	11-1-2017	10-31-2018
<b>Annual maintenance fee:</b>	USD 13,759.44	* plus applicable taxes
3% increase applied if renewed after expiry date	USD 412.78	
	USD 14,172.22	* plus applicable taxes

**Option 2 - 2 years pre-paid with a 10 % discount applied – You save \$ 2,751.89**

<b>Term of Agreement:</b>	<b>New Contract Start Date</b>	<b>New Contract End Date</b>
	11-1-2017	10-31-2019
<b>2 years maintenance fee:</b>	USD 24,766.99	* plus applicable taxes
3% increase applied if renewed after expiry date	USD 412.78	
	USD 25,179.78	* plus applicable taxes

**Option 3 - 3 years pre-paid with a 15 % discount applied - You save \$ 6,191.75**

<b>Term of Agreement:</b>	<b>New Contract Start Date</b>	<b>New Contract End Date</b>
	11-1-2017	10-31-2020
<b>3 years maintenance fee:</b>	USD 35,086.57	* plus applicable taxes
3% increase applied if renewed after expiry date	USD 412.78	
	USD 35,499.36	* plus applicable taxes

**Option 4 - 4 years pre-paid with a 20 % discount applied - You save \$ 11,007.55**

<b>Term of Agreement:</b>	<b>New Contract Start Date</b>	<b>New Contract End Date</b>
	11-1-2017	10-31-2021
<b>4 years maintenance fee:</b>	USD 44,030.208	* plus applicable taxes
3% increase applied if renewed after expiry date	USD 412.78	
	USD 44,442.99	* plus applicable taxes

If your company is Tax exempt, please provide us with your certificate number: \_\_\_\_\_



**How to renew your maintenance agreement:**

To renew and receive an invoice for payment, please email to ContractAdministration@avotus.com , or fax to 1-866-683-8767 one of the following:

- the signed agreement confirming the Bill to and Ship to information
- a purchase order if the renewal amount exceeds \$4000.00
- an up-to-date e-mail address of your Accounts Payable Personnel

Please review the information on this form carefully and note any changes directly on the sheet before returning it to us. Sign this form indicating your acceptance of the terms and conditions.

If you have any questions or concerns, please call me at 1-800-746-4460 ext. 6139.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONDITIONS**

Avotus will provide maintenance and support services only if: (i) The Software is used in the form in which it was supplied and/or updated and/or upgraded by Avotus; (ii) The Software is and has been at all times used in a proper manner and in accordance with the instructions and manuals supplied by Avotus; (iii) The Software has not been altered, modified, or tampered with by the End User without Avotus' written consent; (iv) The End User has agreed to and is in compliance with Avotus' License that accompanied the Software; (v) The Maintenance Fee has been paid in Full

**TERM AND RENEWAL**

The term of this agreement shall be the term set forth above beginning on the Start Date. Prior to the End Date of the term the End User shall be provided an opportunity to obtain a new maintenance agreement. Avotus reserves the right to change the service levels provided and establish a new Annual Maintenance Fee from time to time at its discretion. No change in the service levels or Annual Maintenance Fee established by Avotus during the term of this Agreement shall effect the service provided or the fees due under this Agreement. Payment terms are NET 30 from invoice date.