



**U.S. COMMUNITIES  
EQUIPMENT SALE AND MAINTENANCE AGREEMENT  
(EQUIPMENT SALES, BREAK-FIX SERVICES)**

CUSTOMER INFORMATION				
Legal Name	WEBB, COUNTY OF			
Bill To Address	1110 VICTORIA ST STE 107			
City	LAREDO	State	TX	Zip Code 78040-4420

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“RicoH”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

**1. MAINTENANCE SERVICES COVERAGE.** Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh’s specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

# RICOH

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

**2. MAINTENANCE SERVICE CALLS.** Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

**3. RECONDITIONING.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

**4. TERM.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

**5. MAINTENANCE CHARGES.**

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

**6. USE OF RICOH RECOMMENDED SUPPLIES.** Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

**7. METER READINGS.** As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

**8. CUSTOMER OBLIGATIONS.** Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

**9. WARRANTY DISCLAIMER.** OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

## MAINTENANCE SERVICES.

### 10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

**11. DATA MANAGEMENT SERVICES.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:


- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

**12. PURCHASES OF EQUIPMENT FOR CASH.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

**13. MISCELLANEOUS.** This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

**CUSTOMER**  
By:   
Name: Tano E. Tjerina  
Title: Webb County Judge  
Date: 4/30/18

**RICOH USA, INC.**  
By:   
Name: Karl Lamb  
Title: Vice President/Managing Director  
Date: 4/27/18

## ORDER AGREEMENT

Sale Type :CASH

Master Maintenance and Sale Agreement Date:	NEW	Sale Type :	CASH
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BILL TO INFORMATION			
Customer Legal Name: WEBB, COUNTY OF			
Address Line 1:	1110 VICTORIA ST STE 107	Contact:	Gamez, Sanjuanita
Address Line 2:		Phone:	(956)523-4220
City:	LAREDO	E-mail:	sgamez@webcounty.tx.gov
ST / Zip:	TX/78040-4420	County:	WEBB
		Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) <input type="checkbox"/> PO Included PO# _____ <input type="checkbox"/> Syndication	<input type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____ <input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work) <input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SHIP TO INFORMATION			
Customer Name: WEBB COUNTY TAX ASSESSOR			
Address Line 1:	1110 VICTORIA ST STE 107	Contact:	Gamez, Sanjuanita
Address Line 2:		Phone:	(956)523-4220
City:	LAREDO	E-mail:	sgamez@webcounty.tx.gov
ST / Zip:	TX/78040-4420	County:	WEBB
		Fax:	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Qty	Sell Price	Extended Sell Price
[SOW]PS INSTALLATION DOCUWARE	22	\$203.06	\$4,467.32
[OOD]DOCUWARE PROFESSIONAL SERVER MIGRATION LIC INC0YR	1	\$0.00	\$0.00
[OOD]DOCUWARE 10-19 USERS MIGRATION LIC INC0YR	10	\$0.00	\$0.00
[OOD]DOCUWARE CONNECT TO OUTLOOK MIGRATION INC0YR	1	\$0.00	\$0.00
[OOD]DOCUWARE BARCODE & FORMS MIGRATION INC0YR	1	\$0.00	\$0.00
[OOD]DOCUWARE IMPORT MIGRATION INC0YR	1	\$0.00	\$0.00
[SOW]ECM NATIONAL PMO SERVICES	7	\$158.16	\$1,107.12
[SOW]PS INSTALLATION DOCUWARE	22	\$203.06	\$4,467.32
[SOW]ECM NATIONAL PMO SERVICES	7	\$158.16	\$1,107.12



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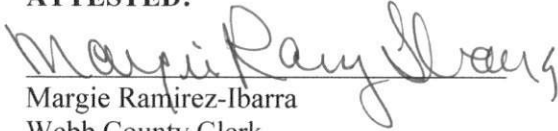
BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Qty	Sell Price	Extended Sell Price
[SOW]ECM NATIONAL PMO SERVICES	7	\$158.16	\$1,107.12
[SOW]PS INSTALLATION DOCUWARE	22	\$203.06	\$4,467.32
[SOW]ECM NATIONAL PMO SERVICES	7	\$158.16	\$1,107.12
[SOW]PS INSTALLATION DOCUWARE	21	\$203.06	\$4,264.26

ORDER TOTALS		
<b>Service Type Offerings:</b>	<b>Product Total:</b>	\$0.00
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	\$22,094.70
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>Buyout:</b>	\$0.00
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	\$22,094.70
<b>Additional Provisions:</b>		
Per US Communities Contract 4400003732		

<b>Accepted by Customer</b>	<b>Accepted: Ricoh USA, Inc.</b>
Authorized Signature: 	Authorized Signature: 
Printed Name: <u>Tano E. Tijerina</u>	Printed Name: <u>Karl Lamb</u>
Title: <u>Webb County Judge</u>	Title: <u>Vice President/Managing Director</u>
Date: <u>April 30, 2018</u>	Date: <u>4/27/18</u>




**ATTESTED:**

  
Margie Ramirez-Ibarra  
Webb County Clerk



**APPROVED AS TO FORM:**

  
Alexandra Colessides-Solis  
Webb County Civil Legal Division Director

\*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 April 9, 2018; Item No. 8c .



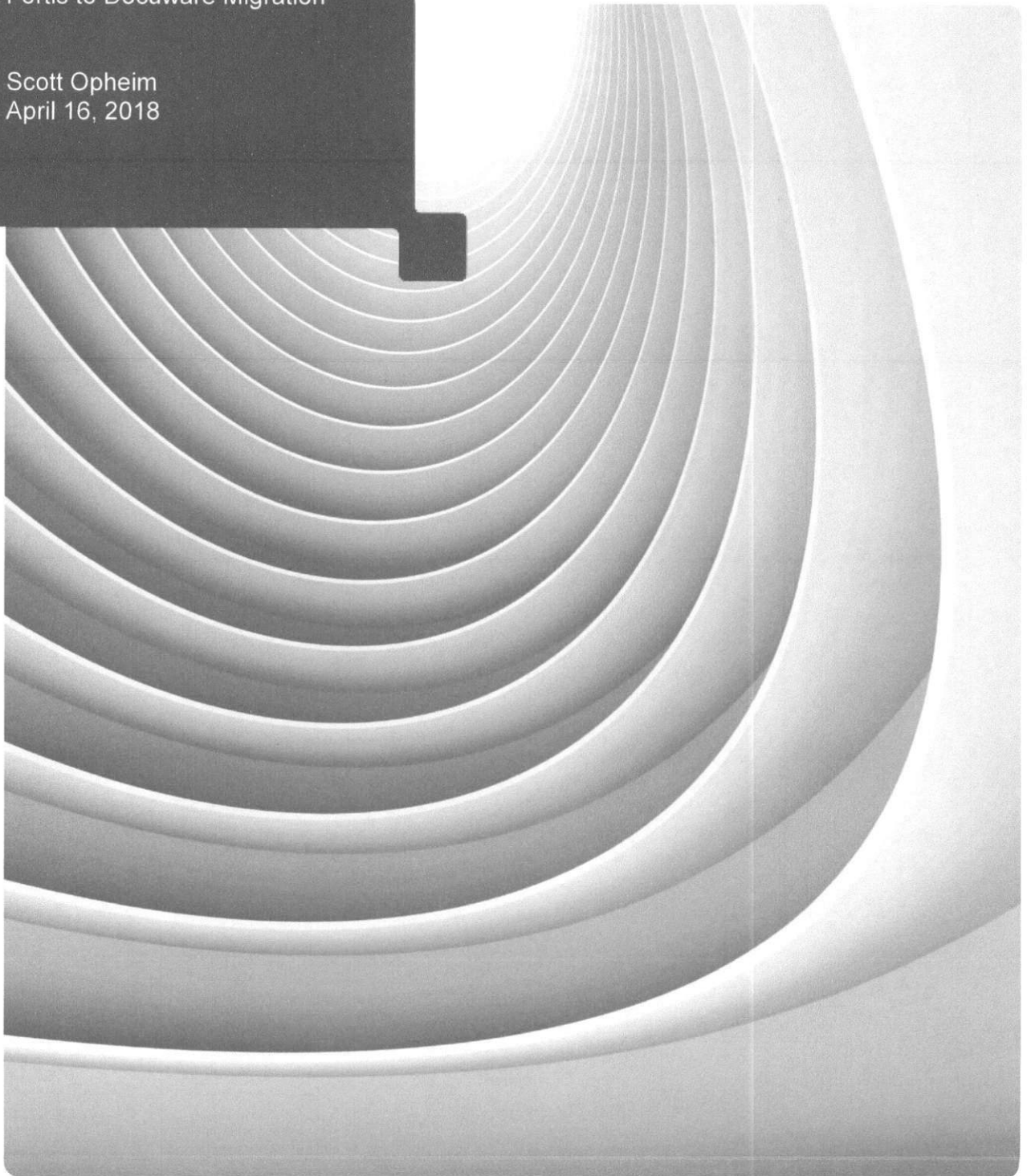
# Statement of Work

Created for Webb County

Fortis to Docuware Migration

Scott Opheim  
April 16, 2018

**RICOH**  
imagine. change.



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## **Proprietary & Confidential Information**

The enclosed materials are proprietary to RICOH USA, INC. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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SOW Design Record #:  
**DR21460639**

## Introduction

RICOH USA, INC. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the **Fortis to Docuware Migration** project (the "Project") at **Webb County** ("Customer").

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

## Project Objective

The main objective of this project is to migrate the Customer's existing Fortis EDM system to DocuWare. Systems and procedures will be set up to allow this department to:

- Scan back-file documents into a digital content management system.
- Scan day-forward documents into a digital content management system.
- Capture data and streamline the indexing and data entry process.
- Release captured data to the company database.
- Eliminate file cabinets and other storage space.
- Allow for instant retrieval of digital documents to authorized users anywhere on the network.
- Expedite the work process by incorporating a digital-document workflow.
- Reduce overall costs associated with paper document management.

## Project Scope

### Services included in the project scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the project. See below under "Services Detail" for a complete description of these tasks.

1. Project Management
2. Discovery
3. Design
4. Planning
5. Implementation
6. Support

### Services Excluded from the Project Scope

This Project does not cover the following functions or deliverables.

- Network sizing, capacity analysis, and performance considerations
- Advanced, automated workflow
- Custom coding or programming (except where specified below)
- Back-file conversion services (except where specified below)
- Integration of faxing
- Migration of existing images into Docuware (except where specified below)
- **This project does NOT include the export and import of 129 CDs from Fortis Off-Line Storage**

- Development of document form types other than those discussed in preliminary analysis and approved during the Requirements Gathering portion of this Project

## Customer Location

The following Customer location is included in the scope of this Project.

### Webb County Tax Assessor

1110 Victoria Street  
Suite 107  
Laredo, TX 78040-4420

### Primary Contact

Mrs. Sanjuanita Gamez  
Programmer/Analyst  
Webb County Tax Office  
E: sgamez@webbcountytx.gov  
P: (956) 523-4220

**Please note that this installation will be completed remotely by Ricoh employees accessing the Fortis and Docuware servers using secure remote access tools**

## Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the "Services") of this project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates. ***Services will be provided up to the hours estimated for each individual task. Hours estimated for each task can be found in the Cost Estimate section under Professional Services.***

### 1. Project Management

Ricoh will provide a Project Manager to coordinate the delivery and integration of Ricoh components of the solution. The responsibility of the Project Manager will be as follows:

- Deliver and review SOW with Customer.
- Develop the Ricoh project schedule and deliverable lists of Ricoh components.
- Coordinate and manage the activities of the Ricoh project personnel.
- Act as single point of contact for the Customer Project Manager to ensure that project requirements are met and for reporting and resolution of all project issues.
- Assist the Customer Project Manager with administration of the project.
- Apply knowledge, tools, and techniques to project activities to ensure that Customer needs and expectations are met.
- Coordinate meetings, discussions, and delivery of needed materials between Customer and Ricoh.

- Manage the day-to-day activities of the Ricoh project team.
- Coordinate the assessment and delivery of Ricoh change control items.
- Escalate issues to the Customer Project Manager for resolution.

**Deliverables:** Present and review the SOW with Customer resources.  
Present the Project Plan during the Planning Phase.

**Checkpoints:** The Customer Project Manager will review and sign off on the Project Plan/Timeline.  
The Customer Project Manager will review the project documentation with the Ricoh Project Manager at regular intervals.

## 2. Discovery

If they have not already done so, Ricoh's project team may request preliminary surveys from Customer end users, IT personnel, and/or management, to gather preliminary business and technical requirements. While much of this information may have been shared during presales discussions, it is important for Customer to provide, in writing, the needs, goals, and benchmarks requested in these surveys. This will ensure that all requirements and expectations are accurately communicated from project launch to completion. It will also assist Ricoh in ensuring the Discovery is properly planned and executed.

### **Discovery Services:**

- Review/plan DocuWare installation & configuration
- Review/plan Fortis to DocuWare Migration Process
- Review/plan Cabinet/User/Role creation/cleanup process
- Review/plan file cabinet testing process
- Review/plan security for users/groups
- Create Implementation and User Acceptance Testing (UAT) schedule

Completion of these informational surveys is primarily the responsibility of Customer and should be returned in a timely manner as agreed by Customer and Ricoh. A delay in receiving this information could delay subsequent phases of this project. Any information from these surveys which suggests requirements outside the Project Scope in this SOW shall be addressed through the change control procedures defined in this document.

**Deliverable:** Ricoh will present Change Orders (if applicable) to address any changes in scope requested by Customer as a result of discussions during the Discovery.

**Checkpoint:** Customer will approve start the Design Phase of the project.

## 3. Design

Ricoh and Customer project team members will jointly gather, develop, and finalize the technical requirements for the solution. These requirements will be translated into a Technical Design Document (TDD). Ricoh will also provide Change Orders for the addition of any previously unforeseen requirements

and customization's not included when estimates provided prior to the completion of the Design phase were prepared.

***Within the timeframe budgeted for this process Ricoh will:***

Topics for Design Phase:

- Create Solution Technical Design Document (TDD)
- Internal review of TDD

**The Design documents may include the following:**

**Deliverables:** Technical Design Document  
System configurations  
Change Orders (if applicable, if final estimates are different than the estimates originally provided as part of this SOW)

**Checkpoint:** Customer will sign off on the Technical Design documents and approve commencing the Planning Phase of the project.

#### **4. Planning**

Once the TDD has been approved, the Ricoh Project Manager will work with the Customer Project Manager and both project teams to create the Project Implementation Plan. The Ricoh Project Manager will work with the Customer Project Manager and both project teams to review the Project Implementation Plan/Timeline to address any schedule and resource constraints prior to proceeding with the Implementation Phase.

During the Planning Phase, the necessary hardware and software components, according to the specifications in the TDD, will be ordered.

**Deliverables:** Ricoh will deliver Project Implementation Plan.  
Ricoh will provide hardware and software quotes to place orders.

**Checkpoint:** The Customer Project Manager will review and sign off on the Project Implementation Plan.

#### **5. Implementation**

If indicated in the proposed design, Ricoh may develop a prototype for Customer approval.

##### **Ricoh Development and Unit Testing**

The Implementation Phase also includes any necessary off-site development, which will occur at the Ricoh location site prior to on-site installation.

Ricoh will develop and test the integrated system with all requirements outlined in the TDD at Ricoh facilities.

In this phase, Ricoh will install, configure, and test the solution as defined in the Design documents and approved by Customer, as follows:

***Within the timeframe budgeted for this process Ricoh will:***

## Software Installation Services Detail

### ***DocuWare server components***

- Install, license and configure DocuWare Professional Server on a single production server to include the following components:
  - Docuware Professional
  - Docuware Concurrent Users – Qty 10
  - Docuware Connect to Outlook
  - Docuware Barcode and Forms
  - Docuware Import
- Install Server Components: Authentication Server, included MYSQL Database, Content Server, Workflow Server, Notification Server, Full-Text Server, Service Control, Thumbnail Server (disable), and Web Modules.
  - Customer may optionally provide a supported MS SQL Server Std/Ent in place of the included MYSQL Database. (SQL Express is not supported for DocuWare)
- Install Client Modules: Administration, Administrative Power Tools
- Setup Storage Locations on the DocuWare server for
  - File Cabinets
  - Document Trays
  - Docuware Requests
  - File Connections

### ***Fortis upgrade for Migration Support***

- A Fortis upgrade is not required for version 2.5.0 export to XML with original file formats.
- Ricoh will export the data and documents from Fortis.

### ***Development-Pre Fortis Document Export***

Ricoh may update each of the sixteen (16) Fortis document types with additional information to allow unique identification of migrated documents:

- Create new date field in Fortis labeled “Modified\_Date” for each document type, that uses the “Current Date” and “Automatically update on save” Input source and attribute.
- Create new integer field in Fortis labeled “Document\_ID” for each document type, that uses the Fortis “Document ID” and “Automatically update on save” Input source and attribute.



- Create and execute SQL update queries to populate the newly created "Document\_ID" for each document type
- Perform a small test export to ensure system communication (On SQL Express, SQL Browser Service must be running).
- Alternate methods of tracking such as record counts may also be applied.

### Configure and Start Migration Process

This migration will utilize the Fortis Export Data & Documents tool to convert the documents to the PDF format and name them based upon their "Document\_ID" index field value in Fortis, which is unique (Refer to Appendix B for details).

- Export sixteen (16) populated Fortis document types:

Fortis Database Name	Fortis Document Type Name	Quantity
1. ADVAL_XP: 158,413 records	1. BALANCE_SHEETS	135
	2. CHECKS	158,260
	3. LIQ_HM_VIT* TXCDRL_TXDIS4 VOUCHERS*	1* 18 25**
2. ADVAL98: 38,074 records	4. BALANCE_SHEETS	3,559
	5. BALANCE_SHEETS_2	12,115
	6. CHECKS	4,098
	7. CHECKS2	17,308
	8. LIQ_HM_VIT	589
	9. TXCDRL_TXDIS4 10. VOUCHERS	266 354
3. Judicial: 11,648 records	11. JUDICIAL	11,648
4. MOTORV_XP: 739,805 records	12. ALL_TITLES	654,861
	13. VEHICLE_DATA	84,944
5. MOTORV98: 156,933 records	14. ALL_TITLES	156,933
6. PLACARDS: 23,499 records	15. PLACARDS	23,499
7. PROPTAX: 8,080 records	16. Prop_Tax	8,080
8. VIT*: 0 records	VIT*	0*

**Estimated Total Documents: 1,136,452**

\* Databases or document types which contain few or no documents or only test data may not be migrated to the final cabinets, and have not been included within this estimate.

- Estimated process time to export from Fortis, and import into DocuWare is **250 hours**, based on a 3600 documents/hour rate. Note that the export rate may vary based on host speed and document size.
- As noted above Ricoh will periodically check on the process progress for **25 hours**.
- Migration and processing of the document is highly variable due to hardware, network, database, file size, and other variables. The above estimates may vary greatly based on the impact of these variables.

- Archives total size is about **900 GB**, holding over 900 thousand files and folders, averaging **894KB** per file.
- Browse queries will be used to collect the documents to be exported.
- Fortis folders will **NOT** be replicated. New Index fields using Select Lists may be created as necessary to replace any folder separation.
- Documents that fail export or import will be noted in the migration log.
  - Exceptions may be considered out of scope and require a Change Order for further processing.

### ***DocuWare Organization configuration***

Configure DocuWare based on existing Fortis configuration and DocuWare cabinet access needs:

- Create sixteen (16) cabinets for the migrated documents based on each populated and existing Fortis document type.
- Configure a “Document Type” field for each cabinet containing a select list for each Fortis document type.
- Create up to twenty-five (25) user trays based on existing Fortis In Baskets.
- Groups were not used in Fortis. Create three (3) standard groups, Admin, Editors and View Only.
- Create up to three (3) Roles for each cabinet and map to groups and cabinet profiles
- Create one (1) organizational (functional) profile for use by all users with no access to administration, configuration, or workflows.
- Each cabinet will be configured to include fields as found in each Fortis document type.
- Create AD synchronization and map for up to three (3) DocuWare groups to customer created or designated AD groups.
- Create up to sixteen(16) Outlook Profiles, one (1) for each cabinet using the cabinet’s standard store dialog for indexing.

### ***Configure Security***

Assign security to the created cabinets.

- Where possible group assignments will be used for permissions through role and profiles.
- Map the DocuWare groups to their DocuWare Roles.
- Only Standard dialogs will be used.
- Create profiles for each cabinet and assign Roles based on existing Fortis group security.
- Manual user creation will be limited to five (5) users.

***Install and Configure Components on the servers***

- Create up to sixteen (16) temporary import configurations for import of data and documents from Fortis.
- Create a temporary process that will be used for importing the documents that have been exported from Fortis.
  - Create one (1) import configuration and register it as import process on the DocuWare client installed on the server. This process will monitor a designated folder for documents and store those documents in the designated File Cabinet, setting the appropriate Index Field values.

***Install and configure DocuWare Desktop components on up to 5 PC's***

- Ricoh will install Desktop apps including: Edit & Send App, Scan App, Import App and DocuWare Printer App on up to five (5) workstations for five desktop scanners.
- Client IT will be responsible for configuring any additional PC's.

**Internal System Integration Testing**

- Test import, view, indexing and retrieval.
- Validation of checkpoints as system is built.

**Deliverables:** Ricoh will install, configure, and test all components according to the specifications in the Design documents.

**Ricoh will provide preliminary system testing and demonstrate compliance with requirements from the Design documents.**

**Checkpoint:** Demonstration of tested system components and Customer approval to begin training and User Acceptance Testing.

Once installation, configuration, and testing are complete, Customer will conduct the User Acceptance Testing (UAT) as discussed in the section below. If any training is required prior to the start of User Acceptance Testing, it will be identified in the Planning Phase and noted on the Project Plan.

**Training and Documentation**

In this phase, Ricoh will provide the following materials and training for Customer. This training will be provided to the users that will be participating in the UAT Phase to enable the Customer resources to complete the UAT. These individuals will be the users that will conduct the "Train the Trainer" sessions for all remaining users.

***Within the timeframe budgeted for this process Ricoh will:***

**Admin Training**

- One (1) - two (2) hour session – Train the trainer sessions showing client IT admin how to maintain DocuWare including file cabinets, user/group/profiles,

Printer, desktop application installation, Import profiles, file cabinet setup and items specific to this installation

### **User Training**

- Up to two (2) sessions – An initial two (2) hour basic training session and a one (1) hour Q&A.
- Train the trainer sessions showing client end users how to use DocuWare features including import, scan, search, index, view, annotations, clipping & stapling. Sessions to be delivered remotely.

All training referenced in this section must be completed prior to UAT being completed. After UAT is complete, additional training or refresher sessions may be conducted on an as-needed basis for an additional cost to fees included in this SOW at Ricoh's standard hourly rates.

**Deliverables:** Ricoh will conduct "Train the Trainer" sessions for Docuware use, in addition to conducting an administrative overview for each product. Standard Docuware developed documentation will be provided.

**Checkpoint:** Delivery of the end-user Docuware documentation and training sessions, and delivery of system and administrative documentation and training to technical administrators.

### **User Acceptance Testing**

The primary purpose of User Acceptance Testing (UAT) is for Customer to test the entire solution from a functional standpoint in order to verify that all the features documented are working as specified in the Design documents. User Acceptance Testing is the primary responsibility of Customer. To achieve this, Customer will test the solution in a real-life environment either in or parallel to the current production environment for a period of **Three (3) Business Days**. The UAT time period will begin directly after the Training and Documentation phase has completed. Customer is responsible for creating the UAT plan.

*Services during UAT are available up to the duration established for this task in the Cost Estimate section of this document. At Customer's request, this time can be exceeded on a billable basis by following the established change control procedures.* Ricoh will provide support to Customer during the UAT period. UAT support for any new functionality or desired enhancements outside of the Design documents will be handled with the established change control procedure.

#### **Testing should include:**

- **Using Docuware in a real-life environment**
  - Scanning and Indexing documents
  - Printing and indexing to Docuware
  - Import Outlook e-mail documents and attachments into Docuware
  - Re-index documents
  - Import Excel, Word, PDF, JPG documents into Docuware
  - Search for Documents

- Annotate Documents
- Check out and check in documents
- Export Documents

All issues should first be reported to Customer's internal contact for analysis or escalation to the Ricoh Project Manager via the UAT Issue Log, which will be provided prior to the start of the UAT period. Ricoh will respond to all requests either onsite or offsite, as appropriate, to resolve any issues. After the period of three (3) business days, Ricoh will request signoff of the project.

Ricoh will assist UAT as follows:

**Within the timeframe budgeted for this process Ricoh will:**

- Support the administrator through the UAT process.
- Participate in test review meetings.
- Respond to the issues as reported on the UAT Issue Log.
- Evaluate incidents and assist in resolving any issues.
- Reconfigure and test any required system changes.
- Coordinate release of configuration changes into the test environment with the UAT team leader.
- Communicate any special user requests, system change requests, and scope change requests to the Ricoh Project Manager.

**Deliverable:** A working system, per the SOW, Design documents, and any subsequent Change Orders.

**Checkpoint:** Customer signoff on completion of User Acceptance Testing and approval to begin Production Rollout.

## 6. Support

"Provided that Customer has current support coverage in place with the applicable third party software manufacturer ("Software Manufacturer") and paid the applicable maintenance fees, Ricoh shall provide Customer with the technical support for the following software: **Docuware Professional** ("Software") via the Ricoh Software Enterprise Support Center. Customer will place a call to the Ricoh Software Enterprise Support Center at 1-888-424-1573, any time from 8 am to 8 pm EST, Monday through Friday. Service level severity and response times can be found [here](#).

Ricoh shall have no obligation to support: (i) Software modified without Ricoh's and/or the Software Manufacturer's consent, (ii) use of the Software other than in accordance with the end user license agreement between Customer and the Software Manufacturer or the Software's documentation, or (iii) Software installed on any computer hardware or used with any software not specified in the Software documentation or otherwise authorized by Ricoh and/or the Software Manufacturer in writing.

### Software Maintenance Coverage

- New Version Updates to Software
- New Version Upgrades to Software
- Patches to Software

Software updates, upgrades and patches are only covered/available if Customer is current on their support. The software maintenance coverage described above will be renewed annually. Customer will be billed separately for annual maintenance costs associated with the third party software.

### Not Covered by Annual Software Maintenance

- On-site or remote installation of updates, upgrades, or patches unless a Block of Time (BOT) has been executed and is active. (If an active BOT is in place and on-site servers are required, any incurred Travel and Expenses will be billed separately.)
- Service or support beyond the final TDD.

**Ricoh strongly suggests a Block of Time (BOT) to be purchased to augment on-going support.** On-going support beyond the Support Services defined above will require a Ricoh Block of Time SOW at an additional cost to Customer.

## Customer Roles and Responsibilities

Any successful project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

### Project Manager

Customer will provide a designated Project Manager who will:

- Assist with the development of the overall Project Plan/Timeline and/or implementation schedule.
- Escalate issues to senior management for resolution.
- Participate in project meetings

- Assist with the change control procedure for those tasks that are outside the scope of the services defined in this SOW and the TDD, including obtaining authorized signatures for Change Orders.
- Obtain the required authorized signoffs at the completion of the Ricoh deliverables.

#### End User Representative

Customer will designate an End User Representatives who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Discovery, Design, and Implementation Phases of the project.
- Be available to answer questions or provide input during the project.

#### System Administrator

Customer will designate a System Administrator who will:

- Be the focal point for the day-to-day administration of the application.
- Work with the Ricoh project team during the System Integration Test as necessary.
- Be available for training as specified in the Project Plan.
- Be available to provide application support as necessary.

#### Technical Support

Customer will designate a Technical Support person who will:

- Provide Ricoh with system access and participate in the software installation.
- Provide Ricoh with LAN access and participate in the PC workstation software configuration, if necessary.
- Execute appropriate backups of the development, test, and production environments.
- Ensure appropriate virus protection is enabled throughout the project.
- Provide ongoing technical support for the various software components.
- Be available for training as specified in the project plan.

#### Facility Availability

Customer will also arrange the following:

- Provide a workspace for the Ricoh project team with a telephone and the appropriate system access for installation, setup, and testing.
- Make available a meeting room with projector and white board (or flip chart) for the training sessions, if necessary.
- Order the necessary supplies as required during the project.

## Customer General Responsibilities

If the project is to be successful, Ricoh makes the following assumptions as general Customer obligations:

- Customer signoff of each phase and milestone as requested before commencement of another phase or milestone.
- Customer will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Customer will provide any necessary passwords for network, domain, Internet, and server access to our technical resources.
- Customer will ensure the network is in proper working order in a stable environment.
- Customer will have all infrastructure components (switches, hubs, routers, etc.) installed and functioning prior to workstation installation.
- Customer will ensure all of the existing workstations are in proper working order in a stable environment.
- Customer will ensure any additional cable points required are in place and functioning as per manufacturer specifications.
- Customer will ensure purchase orders are issued in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase.
- Customer understands any hardware or software not available may delay the timetable for the project.
- Customer will inform Ricoh if there is an equipment delay.
- Customer understands no configuration outside of the requirements for the product being installed will be performed.
- Customer will ensure hardware and software provided to Ricoh that was not purchased from Ricoh is free from defects and is in working order.
- Customer understands if hardware is defective, there may be a time delay while the equipment is replaced.
- Customer will provide the necessary power and access to power sources for all equipment during the installation.
- Customer will be responsible for configuration of all remote end user's personal computers outside of the designated home locations.
- Customer has performed a complete and verified backup prior to the start of any phase of the project.
- Customer will ensure accuracy of data/information supplied to Ricoh.
- Customer understands that Ricoh relies on immediate clarification and resolution regarding the integrity of data/information supplied to Ricoh.
- Customer will manage the demands of other business endeavors at the implementation site(s).
- Customer will provide a list of key resources for areas affected by the project to the Ricoh Project Manager prior to the project kickoff, including: Name, Title, Responsibility, Phone, and E-mail wherever possible.
- Customer will provide any and all training not listed in this SOW to the end users.



Customer may request that Ricoh assist with the completion of any of the above-mentioned responsibilities; however, the Professional Services hours necessary to complete such tasks have not been accounted for within this SOW.

## Customer Technical Responsibilities

If the **Fortis to Docuware** project is to be successful, Customer must make the following technical commitments:

- Customer will provide computer workstation(s) and server(s) meeting or exceeding the currently published requirements on the software vendor's website.
- A recommended server configuration is shown below:

### DocuWare Server

- Quad core 3.2 GHz or greater CPU
- 12 GB or greater RAM
- Windows Server 2008 R2 or 2012 R2
- 10 GB on any local hard drive for program files
- 1 TB or more on a local or network drive for document storage (actual size to be determined by amount of documents required to store)
- For further detail on system requirements  
<https://www.docuware.com/supportfaq/index.php?action=artikel&cat=185&id=2707&artlang=en>

### Database Server

- Quad core 3.2 GHz or greater CPU
  - 16 GB or greater RAM
  - Windows Server 2008 R2 or 2012 R2
  - 50 GB on any local hard drive for program files (SSD or 7200+ RPM drives preferred)
  - Microsoft SQL Standard edition 2008 R2 or above
- Customer will provide remote access to the workstation(s) and server(s) used for the project.
  - Customer will provide reserved IP addresses, whether static or using DHCP, for network devices installed as part of the solution.

Customer may request that Ricoh assist with the completion of any of the above-mentioned tasks; however, the Professional Services hours necessary to complete such tasks have not been accounted for within this SOW.

## Other Customer Responsibilities

The successful completion of the Project depends on the full cooperation and participation of Customer. Ricoh's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data, the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities under this SOW. Delays, inaccuracies or omission in the performance of Customer's responsibilities may (i) delay the completion of the Project, (ii) in Ricoh's discretion, result in charges equal to the full payment for all goods and services delivered or committed for delivery by Ricoh on behalf of Customer, and/or (iii) result in additional charges pursuant

to the change order provisions of this SOW. Customer shall be responsible for and agrees to:

- Provide Ricoh with access to, and agree that Ricoh may rely upon the accuracy, timeliness and completion of, all necessary internal Customer data, including but not limited to reports, current analysis documents and other information Customer supplies as needed to define technical requirements (if applicable).
- At no charge to Ricoh, provide Ricoh with such access to its facilities, networks, software and systems as may be reasonably necessary for Ricoh to perform the Services. Where Ricoh requires on-line or remote access to Customer's systems in order to provide the Services, Customer shall provide appropriate communication software and/or establish dedicated connections with Ricoh. Customer agrees that if access to Customer's systems requires a separate agreement, such agreement is subject to the limits of liability of this SOW.
- Assign a dedicated internal project manager with full decision making authority, and to coordinate and make reasonably available its technical personnel, managers and other employees necessary to facilitate Ricoh's performance of the Services.
- Fully cooperate and ensure that all "responsibilities", "requirements" or "assumptions" set forth in the SOW have been satisfied.
- Define its own business objectives and requirements relevant to the Services.
- Timely meet any deadlines for actions or decisions, including the review and acceptance all deliverables.
- Provide all training for its users with respect to the Services except as specifically provided by Ricoh herein.
- If this SOW is dependent upon the availability of certain hardware, software, data or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.
- Obtain all "Required Consents" that are necessary for Ricoh's performance of the Services. A "Required Consent" means any consent, license, permit or approval required to give Ricoh the right or license to access, use and/or modify the hardware, software, firmware and other products owned or used by Customer, without infringing the ownership or license rights (including patent and copyright) of the third party providers or owners of such products.
- Not use the Services for any unlawful purpose. Without limiting the foregoing, Customer shall not use the Services to (i) invade another person's privacy; post, transmit or disseminate material that is obscene, profane, pornographic, abusive, defamatory or otherwise offensive or objectionable, (ii) achieve unauthorized access to any computer systems, software, data, or any confidential or proprietary material of any other person, without the knowledge and consent of such person, (iii) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, without obtaining permission of the copyright owner or right holder, or (iv) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of any Service or the Internet, including, without limitation, posting or transmitting any information or software that contains a virus or other harmful or debilitating feature.
- Be solely responsible for the selection of the Services and deliverables that meet its needs. Customer is solely responsible for the results obtained from the use of the Services and deliverables, including Customer's decision to implement any recommendation concerning Customer's business practices and operations. Ricoh is not responsible for performing Customer's regulatory or management obligations; is not responsible for determining the requirements of laws applicable to Customer's business, including those relating to Services that Customer acquires under this SOW; and is not responsible for determining that Ricoh's provision of particular Services meets the requirements of such laws.

- Be solely responsible for (i) the selection and implementation of procedures and controls regarding access, security, virus protection, encryption, use and transmission of data, (ii) any data and databases entailed in the Services or any deliverable, and (iii) backup and recovery of any database and any stored data to prevent data loss due to any cause.

## Completion Criteria

When the Services or Project detailed in this SOW have been completed and demonstrated through satisfactory UAT or otherwise, the Project will be considered complete and Ricoh will require Customer signoff. Customer agrees to sign the solutions delivery and acknowledgement, or similar form or document (each a "Completion Notice") within five (5) business days of the delivery of such form or document. Notwithstanding the foregoing, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services or Project described in this SOW and provides a Completion Notice as stated above.
- This SOW is terminated in accordance with Terms and Conditions applicable to this SOW. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

Upon delivery of Completion Notice, as soon as reasonably practicable following the delivery of same, but in no event later than five (5) business days after receipt: (i) accept the Services or project by signing the Completion Notice (or so inform Ricoh in other writing including email); or (ii) if the Project or Services contains material defects or fails to conform to the specifications, reject the Project or Services, in which event, Customer shall provide Ricoh with a reasonably detailed written statement outlining the basis for its rejection. The failure of Customer to respond within the specified five (5) business day period shall be deemed acceptance of the Services and/or Project.

In the event of rejection by Customer and written notice in accordance with the procedure above, Ricoh shall promptly correct the defect set forth in the written statement and redeliver the Project or Services within a reasonable period of time. Customer shall, as soon as reasonably practicable after such redelivery but in no event later than five (5) business days thereafter, accept or reject the redelivery in accordance with the procedure set forth above, which procedure shall be repeated until the Project or Services are accepted in accordance with this section.

## Change Control

Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.

- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Order must be signed by both parties to authorize the implementation of the changes.

## Project Assumptions

To execute the Project successfully, several key assumptions have been made. Any change in these assumptions may result in a change in scope, which will be addressed through the Change Control process, and may result in additional charges and/or delay of the completion of the Project.

- This labor estimate is based on DocuWare version 6.11.
- All user access of the DocuWare system will take place on a single internal network & domain with users organized in Active Directory groups.
- Client will supply a server suitable for use with DocuWare.
- If Client does not wish to use the MySQL database which is included, then Client will supply a functioning Microsoft 2008 R2/2012/2014 SQL Server meeting DocuWare recommended specifications. Microsoft SQL Express versions are not supported for DocuWare.
- There are currently no open tickets or any issues with the clients existing Fortis system.
- All Fortis In-Baskets will be emptied before project commencement.
- Documents which are "in process" must be completed and stored in their final locations.
- Before project commencement, customer will backup their current Fortis system.
- Ricoh will use an export/import process to migrate the documents.
- Fortis Export to XML & Native/TIF/PDF is operational on either the server or workstation.
- This process will migrate existing Fortis document types to **separate** DocuWare Cabinets.
- Ricoh will periodically monitor the migration process.
- SQL Server Management Studio is functional for the Fortis database instance.
- Each source Fortis document type may be altered to include a DOCID field and data.
- Annotations are not being used. If any annotations are present they will NOT be migrated.
- Fortis folders will NOT be replicated.
- **The project does NOT include the export and import of 129 CDs from Fortis Off-Line storage.**
- All services will be delivered remotely by Ricoh's technical resources. If Ricoh has determined that certain services must be delivered at the Customer's location(s), the travel and other related expenses for these services have been incorporated in the pricing of this SOW. If, in the course of delivering the services, Ricoh determines that remote delivery will not be possible due

to limitations in the Customer's environment, or if Customer requires that services be delivered at the Customer location(s) due to Customer's preference, a change order will be initiated to address such on-site delivery and will be priced separately.

- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will not be able to start work until after this SOW has been signed and a Purchase Order received. Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.
- While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Services provided outside of Ricoh standard business times and hours will be considered out of scope and will be handled as a change order at standard overtime rates if Customer requests it.
- Ricoh has included Services for documentation based on Ricoh's standard RMF methodology. Ricoh has based the documentation Services on the use of Ricoh templates and standard content typically delivered by Ricoh in a Fortis to Docuware Migration Project.

## Professional Services Fees

On time and materials engagements, if an estimated total amount is stated in the SOW, that amount is solely a good faith estimate for Customer's budgeting purposes and Ricoh's resource scheduling purposes, and not a guarantee that the Services will be completed for that amount; the actual time or fees may be higher or lower.

This is a Time and Materials engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total Fees for this Project is estimated to be **(\$22,094.70)** ("Fees") not including hardware, software, sales tax, or hardware/software technical support. It is understood that the services are an estimate and may be exceeded by 10% without additional approval. Ricoh requires a Purchase Order for the full estimate to initiate the project.

This estimate is based upon the experience of Ricoh and is our best effort at being as accurate as possible. There could be circumstances that affect this estimate, and the Customer will only be billed for actual work done as well as any travel and expenses. Travel expenses, if quoted, are estimated, and may exceed estimated amount. This estimate does not include taxes or miscellaneous expenses.

If Ricoh will exceed the project price by more than 10%, an authorized Change Order will be submitted to the Customer for approval. Any and all changes to this SOW and/or to the scope of the tasks required

to complete this project will require a Change Order. Ricoh cannot perform work outside of the scope of this SOW without an authorized Change Order signed by the Customer.

This estimate is valid for a period of 30 days from the date it was prepared as stated in the cover page of this SOW.

### Payment Schedule

Payment for services rendered due upon submission of invoice by Ricoh. Ricoh will submit invoices on a monthly basis and/or at the completion of the project (whichever comes first).

Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh).

### Budget Notes

- All costs are exclusive of applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

RicoH Professional Services – Time and Materials Services Estimate			
HRS	Description	State Price	Extension
	<b>Professional Services</b>		
87	Customer Installation, instruction, training and testing	203.06	\$17,666.22
28	Project Management	158.16	\$4,428.48
		Estimated Services	<b>\$22,094.70</b>

## Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions:

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services, as determine in Ricoh's reasonable discretion. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES

EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses; Export Compliance.

a. **Ownership of IP Rights.** Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Services ("Contract Property"). Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for Ricoh or third party software shall be as provided in subsection (b), below.

b. **Software Licenses.** All Ricoh and/or third party software provided by Ricoh as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than Ricoh, then Customer acknowledges that Ricoh is not the manufacturer or copyright owner of such third party software and that Ricoh makes no representations and provides no warranties with respect thereto. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturer of the software and/or products utilized by Ricoh in connection with the Services hereunder, to the extent transferable and without recourse.

c. **Export Compliance.** Customer shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of



any law or regulation relating to export and re-export control (collectively, "Export Laws") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on Ricoh's behalf. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non-Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well

as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto.


b. Non-Solicitation. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.

6. General. This SOW represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.


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This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

**RICOH PRELIMINARY REVIEW**

 <p>Digitally signed by JTezak Date: 2018.04.18 08:33:02 -05'00'</p>		
Preliminary Review Signature - Approval (Branch Management – SrMoD)	Name and Title	Date

**CUSTOMER ACCEPTANCE**

	Tano E. Tijerina Webb County Judge	April 30, 2018
Authorized Signature	Name and Title	Date

**RICOH ACCEPTANCE**

Authorized Signature (MI, SrMoD, MVP or Higher)	Name and Title	Date

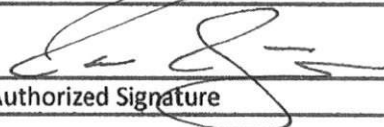
**PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.**

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

**RICOH PRELIMINARY REVIEW**

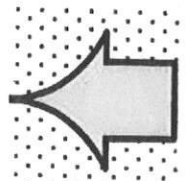
<b>JTezak</b> <small>Digitally signed by JTezak        Date: 2018.04.18 08:33:02 -05'00'</small>		
<b>Preliminary Review Signature - Approval        (Branch Management – SrMoD)</b>	<b>Name and Title</b>	<b>Date</b>

**CUSTOMER ACCEPTANCE**

	<b>Tano E. Tijerina        Webb County Judge</b>	<b>April 30, 2018</b>
<b>Authorized Signature</b>	<b>Name and Title</b>	<b>Date</b>

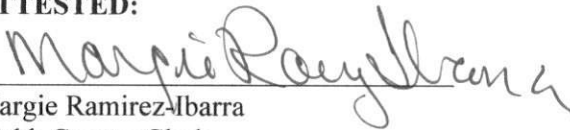
**RICOH ACCEPTANCE**

<b>JTezak</b> <small>Digitally signed by JTezak        Date: 2018.05.10 10:13:52 -05'00'</small>		
<b>Authorized Signature        (MI, SrMoD, MVP or Higher)</b>	<b>Name and Title</b>	<b>Date</b>



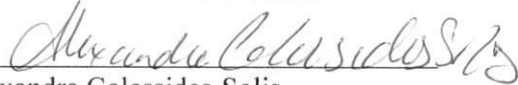
**PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.**

**ATTESTED:**

  
Margie Ramirez-Ibarra  
Webb County Clerk



**APPROVED AS TO FORM:**

  
Alexandra Colessides-Solis  
Webb County Civil Legal Division Director

\*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 April 9, 2018; Item No. 8c .