

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

**WHEREAS** at a Webb County Commissioner’s Court Meeting held on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016, the Court approved for a 2016-2017 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 TOSHIBA, 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 October 1<sup>st</sup>, 2016 and the Independent Contractor Services and/or Professional Services shall be completed and submitted to “COUNTY”, on or before \_\_\_\_ (\_\_\_\_) 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 FOUR THOUSAND SEVEN HUNDRED EIGHTY EIGHT DOLLARS AND .00/100 CENTS (\$4,788.00) 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Laredo, Texas 7804\_\_\_\_  
(956) \_\_\_\_\_  
E:Mail; \_\_\_\_\_

TO: Joe Lopez, III  
Webb County Purchasing Agent  
1110 Washington St.  
Laredo, Texas 78040  
(956) 534-4125  
E:Mail; [joel@webbcountytexas.gov](mailto:joel@webbcountytexas.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 incorporates 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

WEBB COUNTY, TEXAS \_\_\_\_\_ (name of company)

\_\_\_\_\_  
Tano Tijerina  
Webb County Judge

\_\_\_\_\_  
\_\_\_\_\_, President (Name/Title)

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marco A. Montemayor  
Webb County Attorney

\*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 \_\_\_\_\_  
day of \_\_\_\_\_, 2016**



ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type:	Service Only
Master Sale Agreement Date:			
Master Maintenance Agreement Date:			
RFP or Bid Contract Date:	5/9/2016		

BILL TO INFORMATION

Customer Legal Name:	WEBB COUNTY		
Address Line 1:	1110 WASHINGTON ST STE 304	Contact:	Cyndi Rodriguez
Address Line 2:	WEBB COUNTY MIS DEPT	Phone:	(956) 523-4069
City:	LAREDO	E-mail:	cyndi@webbcountytx.gov
ST / Zip:	TX 78040-4471	County:	WEBB
		Fax:	

BILLING INFORMATION

Check All That Apply:

<input type="checkbox"/> PO Included PO #	<input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions)
<input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input type="checkbox"/> IT Services (Subject to and governed by additional Terms and Conditions)
<input type="checkbox"/> Syndication	<input checked="" type="checkbox"/> Fixed Service Charge
	<input type="checkbox"/> Add To Existing Service Contract # <b>3771482</b>

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 but 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. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
12	QUARTERLY	

Service Type	Guaranteed Group Total Allowance <i>(Per Base Billing Frequency)</i>		Group Overages		Service Base <i>(Per Base Billing Frequency)</i>	
BRONZE	B/W	N/A	B/W	N/A	\$	1,197.00
	Color	N/A	Color	N/A		

SHIP TO INFORMATION

Customer Name:	WEBB COUNTY		
Address Line 1:	1110 WASHINGTON ST STE 304	Contact:	
Address Line 2:	WEBB COUNTY MIS DEPT	Phone:	
City:	LAREDO	E-mail:	
ST / Zip:	TX 78040-4471	County:	WEBB
		Fax:	

PRODUCT INFORMATION

Product Description <b>LIST ONLY MAINFRAMES</b>	QTY	Service Level	B/W Allowance <i>(Per Base Billing Frequency)</i>	B/W Ovg	Color Allowance <i>(Per Base Billing Frequency)</i>	Color Ovg	Service Base <i>(Per Base Billing Frequency)</i>	Sell Price	Extended Sell Price
6400-010 S/N 0000H1060	1	BRONZE					447.3		\$ -
6400-010 S/N 0000L4266	1	BRONZE					374.85		\$ -
6400-010 S/N 0000L4275	1	BRONZE					374.85		\$ -

SHIP TO INFORMATION

Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION									
Product Description <small>LIST ONLY MAINFRAMES</small>	QTY	Service Level	B/W Allowance <small>(Per Base Billing Frequency)</small>	B/W Ovg	Color Allowance <small>(Per Base Billing Frequency)</small>	Color Ovg	Service Base <small>(Per Base Billing Frequency)</small>	Sell Price	Extended Sell Price

SHIP TO INFORMATION			
Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:	County:	Fax:	

PRODUCT INFORMATION									
Product Description <small>LIST ONLY MAINFRAMES</small>	QTY	Service Level	B/W Allowance <small>(Per Base Billing Frequency)</small>	B/W Ovg	Color Allowance <small>(Per Base Billing Frequency)</small>	Color Ovg	Service Base <small>(Per Base Billing Frequency)</small>	Sell Price	Extended Sell Price

ORDER TOTALS	
Service Type Offerings:	Product Total:
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax) :
Additional Provisions:	

*Renewal quote: Contract 3771482. 12 month, \$4,788.00 to bill quarterly at \$1,197.00 24X7 Start date 10/1/16*

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Version # 1.1

