

**INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN
WEBB COUNTY AND MICROSOFT CORP PROFESSIONAL SUPPORT**

WHEREAS at a Webb County Commissioner’s Court Meeting held on the ____th 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 Microsoft, 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 1st, 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 DOLLARS AND ZERO CENTS (\$4,000.00) 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

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**

Professional Support 5-Pack Order Form

All 5-Pack Annual Support Contracts are **valid for one year** from the date of purchase or until all incidents have been used, whichever comes first.

<p>Professional Support</p> <p>Provides assistance that technical users in small- to medium-sized businesses need to deploy and maintain applications, solutions and networks based on Microsoft platforms, products and tools.</p>	<input type="checkbox"/> \$1999 - 5-Pack Annual Support Contract
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Once you have made your selection, please complete the Method of Payment and Account Contact Information sections.

Method of Payment Select one (payment must be included with order form):

<input type="checkbox"/> Check # _____ enclosed.	
<p>Check Acceptance Requirements</p> <p>Please ensure your check meets the requirements listed below before submission.</p> <ul style="list-style-type: none"> > Make check(s) payable to: Microsoft Corp Professional Support 	<p>Send completed order form and check to Check Remittance Address below.</p> <p>Check Remittance Address: Microsoft Corporation Professional Support Sales PO Box 844510 Dallas, TX 75284-4510</p>
<input type="checkbox"/> Purchase Order (PO) # _____ attached. <i>Purchase orders are accepted for amounts over \$500 only.</i>	
<p>Purchase Order Acceptance Requirements</p> <p>Please ensure your PO meets each of the requirements listed below before submission.</p> <ul style="list-style-type: none"> > Purchase Order Number and Date > Microsoft remittance address printed on PO > Description of support account type purchased (e.g. IT Pro, Developer, etc.) > Total dollar amount of purchase > Complete billing and/or shipping address(es) > Physical, authorized signature <p><i>Microsoft does not accept internal requisition forms, or amended terms and conditions on purchase orders. The inclusion of additional terms and conditions with your purchase order will delay processing, and may result in the return of your PO.</i></p>	<p>Fax both the completed order form and PO to (425) 708-5737 or mail order form and PO to:</p> <p>Purchase Order Remittance Address: Microsoft Corporation Professional Support Sales 6100 Neil Road, Bldg. A Reno, NV 89511 Fax (425) 708-5737</p>

Account Contact Information (All information is required for new account creation or account renewal):

Please Mark One: New account Renew account # _____

TECHNICAL/USER CONTACT (REQUIRED)	MAILING ADDRESS (REQUIRED)
First Name _____	Company _____
Last Name _____	Address _____
Phone _____	Address _____
Fax _____	City, State _____
E-mail _____	Zip _____

Microsoft will contact you upon receipt and verification of Purchase Order or Check with a welcome email that contains your account information. Support services vary outside the United States and Canada: For information on support in other locations, visit <http://support.microsoft.com/contactus> or contact your local Microsoft subsidiary. Microsoft's support services are subject to Microsoft's then-current prices, terms, and conditions, which are subject to change without notice.



Professional Support 5-Pack offering overview and ordering guide

Our top priority is to help every business, organization, and individual to be more successful with Microsoft products. Fast, accurate issue resolution and comprehensive support services mean you can focus on core business and personal goals rather than on technology. The result: Increased productivity and a higher return on your technology investments.

This guide is designed to help you understand the Professional Support 5-Pack offering and provide you with information, forms and phone numbers necessary to obtain the support you need.

Offering Overview

Professional Support

Professional Support is targeted at technical communities of individuals, including resellers and consultants, OEMs, Developers, IT Professionals, and Small Businesses. Specific offerings are detailed on the following pages.

Professional Support is available as a 5-pack annual support contract with five incidents. Professional Support incidents can be applied to troubleshoot a specific problem, error message, or functionality that is not working as intended for Microsoft products. An incident is defined as a single support issue and the reasonable effort to resolve it. Incidents may be submitted online or over the phone.

Professional Support can be purchased on an as needed basis or through pre-paid annual support account packages that are valid for one year from date of purchase or until all incidents have been used, whichever comes first. Professional Support 5-packs can be purchased via credit card by calling the appropriate support number or by check or purchase order (PO) via this order form.

Purchase Options

1. **Credit card purchase** can only be made by calling the appropriate support number listed in the Credit Card Purchase section below.
2. **To purchase by check**, please complete the Professional Support 5-pack Order Form, Check Method of Payment and Account Contact Information on the following pages and mail completed forms along with your check to the Check Remittance Address on the Method of Payment form.
3. **To purchase with a purchase order**, please complete the Professional Support 5-pack Order Form, Purchase Order Method of Payment and Account Contact Information on the following pages. To prevent delays please ensure that the purchase order complies with the Purchase Order Acceptance Requirements outlined on the Method of Payment form.

When forms and purchase order are complete:

- a. Mail the completed forms along with purchase order to the Purchase Order Remittance Address on the Method of Payment form.

OR

- b. Fax the completed forms along with a copy of purchase order to (425) 708-5737.

Please allow approximately 14 days for receipt and processing of mail orders.

Support Telephone Numbers

United States	(800) 642-7676
Canada (English and French)	(877) 568-2495

Credit Card Purchases

To purchase Professional Support, select 'Business User' then 'Technical Support' from the automated system. An agent will then help you purchase Professional Support.

Note: These phone numbers are for English versions of Microsoft products purchased in North America only (and French in Canada). Services, pricing, and contact information outside the United States and Canada varies by region. For support options and phone numbers outside North America, contact your local Microsoft office or visit <http://support.microsoft.com/contactus>.

Premier Support

Premier Support is a set of responsive and proactive services for our large, strategically managed accounts. For more information, or to order Premier Support for your business, please call 800-936-3200.