

**INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN
WEBB COUNTY AND INSIGHT PUBLIC SECTOR**

WHEREAS at a Webb County Commissioner's Court Meeting held on the 11^h day of September, 2017, the Court approved and 2017-2018 Hardware Maintenance and to provide the following services as an Independent Contractor and/or as a Professional. **Varied Network and Monitoring Hardware Warranty/Support.**

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 **Insight Public Sector**, 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 (**varies please see attachments**), and the Independent Contractor Services and/or Professional Services shall be completed and submitted to "COUNTY", on or before (**varies please see attachments**) days after the execution of this agreement and shall terminate upon final completion, review and written acceptance of the Independent Contractor and/or Professional services provided as described herein-below by "COUNTY".

Compensation

The County of Webb shall pay the Independent Contractor and/or Professional for such services the total sum of **TWENTY FOUR** THOUSAND **SEVEN** HUNDRED AND **FIFTY ONE** DOLLARS AND .41/100 CENTS (**\$24,751.41**) for the above described services, which shall be paid in accordance with the terms and conditions set forth in Request for Proposal (RFP 2017-**NA**) 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.

Additional Services and Expenses

Any and all additional services, parts, costs, fees or expenses, not included in this agreement, shall require both a written request by the Independent Contractor and/or Professional to the County and prior formal approval by a quorum of the Webb County Commissioner’s Court at either a regular, special and/or emergency called meeting of the “County”. The County shall not be responsible for and/or shall not compensate the Independent Contractor and/or the Professional for these costs without both a written request and prior approval by the County.

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: Jason Sawyers
Insight Public Sector
6820 South Harl Ave
Tempe, AZ 85283
(512) 663-8960
E:Mail; jason.sawyers@insight.com

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 _____, 2017.

WEBB COUNTY, TEXAS

Insight Public Sector (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 _____, 2017**

Quote #: 27100884
 Quote Name: Webb County Texas
 Quote Status: Valid
 Created Date: 10-May-2017

MAJOR/MINOR	PRODUCT NUMBER	QUANTITY	INSTANCE NUMBER	SERVICE NUMBER	TARGET CONTRACT NUMBER	TARGET SERVICE LEVEL	BEGIN DATE	END DATE	SERVICE W/O	INTEGRATED LIST PRICE	CLIENT PRICE
Major	WS-C37506-24P-S	1	287515740	FOC1028294		SNTP	21-Apr-2017	31-Jan-2018	CON-SNTP-37506-24P-S	\$ 647.22	\$ 530.72
Major	WS-C37506-12S-S	1	35376961	CAT118NMGK2		SNTP	01-Dec-2017	31-Jan-2018	CON-SNTP-3750612S	\$ 1,546.00	\$ 1,261.61
Major	WS-C37506-8P-C	1	570142703	FOCL48R5XKQ		SNTP	01-Dec-2017	31-Jul-2018	CON-SNTP-W5C3568	\$ 202.00	\$ 154.48
Major	CS9011971A9	1	579407231	FTX144794DN		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-1971	\$ 188.00	\$ 150.00
Major	C9301-CME-SRST/8	1	809162372	FTX15278172		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-5901CMT	\$ 502.00	\$ 411.64
Major	WS-C37506-24P-S	1	1024856915	FDD1681P056		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-37506P5	\$ 796.00	\$ 600.52
Major	AIR-LAP10A2N-A-K9	1	1105027486	FTX1649K16L		SNTP	01-Dec-2017	30-Sep-2018	CON-SNTP-L10A2A	\$ 74.00	\$ 61.69
Major	AIR-C7504-25-A9	1	1108129459	FSZ164309Z2		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-CT25Z5	\$ 1,350.00	\$ 1,107.00
Major	WS-C6509A-E	1	1188696567	SM61701N0Z7		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C6509	\$ 10,920.00	\$ 8,954.40
Major	ASR1002-A	1	122822118	55116450E79		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-ASR1002X	\$ 3,485.00	\$ 2,857.70
Minor	SLASR1-AES	1	122822118			SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-ASR1002X	\$ 659.00	\$ 540.38
Minor	SPA-BCHDTL/E1	1	1228221234	SAL16487GW6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-SPA-BCHDTL/E1	\$ 810.00	\$ 664.20
Minor	SPA-BCHDTL/E1	1	1228221258	SAL16487RW7		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-SPA-BCHDTL/E1	\$ 810.00	\$ 664.20
Minor	SPA-BCHDTL/E1	1	1228221374	SAL16487BWN		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-SPA-BCHDTL/E1	\$ 810.00	\$ 664.20
Minor	AIR-CAP16021A-K9	1	1481348650	FGL1748W5XK		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-CKCHT1E1	\$ 45.00	\$ 36.90
Minor	R-UJMW-LIC-FR024-E	1	1588620074	FGL1748W5XK		ECMU	01-Dec-2017	30-Nov-2018	CON-ECMU-UCFN05	\$ 300.00	\$ 0.00
Minor	R-UJMW-LIC-FR024-E	1	1588620089	1H480-A3341-28440-09900-0H23A		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UCFN05	\$ 300.00	\$ 0.00
Minor	WS-C37506C-8P-C-S	1	1588621133	FOCL189Y6V6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C3568C	\$ 171.00	\$ 140.22
Minor	UCUCS-EZ-C220M13	1	1588621168	FOCL189Y6V6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C3568C	\$ 416.00	\$ 0.00
Minor	C2921-CME-SRST/8	1	1588621728	FOCL189Y6V6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C3568C	\$ 416.00	\$ 0.00
Minor	VG350/K9	1	1596045994	FOCL189Y6V6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C3568C	\$ 907.00	\$ 745.74
Minor	VG310	1	1604474145	FOCL189Y6V6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C3568C	\$ 2,744.00	\$ 0.00
Minor	VG310	1	1604474225	FOCL189Y6V6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C3568C	\$ 2,744.00	\$ 0.00
Minor	VG310	1	1604474293	FOCL189Y6V6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C3568C	\$ 2,744.00	\$ 0.00
Minor	VG310	1	1604474369	FOCL189Y6V6		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-W5C3568C	\$ 2,744.00	\$ 0.00
Minor	WS-C3850-24P-S	1	1605102175	FOV1844C01X		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UG310C9	\$ 718.00	\$ 0.00
Minor	SNS-3415-H9	1	1607039483	FOV1844C01X		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UG310C9	\$ 718.00	\$ 0.00
Minor	WS-C3850-48U-S	1	1642392858	FOV1844C01X		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UG310C9	\$ 718.00	\$ 0.00
Minor	CS902921/E9	1	1668599914	FTX1846ALC3		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UG310C9	\$ 718.00	\$ 0.00
Minor	ASA525-K9	1	1690903793	FOV1844C01X		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UG310C9	\$ 718.00	\$ 0.00
Minor	UCSC-C220-M4L	1	1738388537	FOV1844C01X		SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UG310C9	\$ 718.00	\$ 0.00
Minor	UC-LWM-STD-SLED-A	1000	5059660582	FOV1844C01X		ECMU	01-Dec-2017	30-Nov-2018	CON-ECMU-SLEDA	\$ 50.00	\$ 0.00
Minor	UC-CUCM-10W-ES-A	256	5059660582	FOV1844C01X		ECMU	01-Dec-2017	30-Nov-2018	CON-ECMU-SLEDA	\$ 6.00	\$ 0.00
TOTAL										\$ 38,886.00	\$ 24,753.24
GRAND TOTAL										\$ 38,886.00	\$ 24,753.24

This quote is subject to Insight's Terms of Sale - Products set forth on <http://www.insight.com/usa/indus/buy-form-of-sale-products.html>