INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN WEBB COUNTY AND TOSHIBA

WHEREAS at a Webb County Commissioner's Court Meeting held on the 11th day of September, 2017, the Court approved for a 2017-2018 Annual Support Software Contract Renewal, to provide the following services as an Independent Contractor and/or as a Professional, Support for Implementation.

NOW, THEREFORE, IT IS AGREED by, and between the parties hereto the County of Webb, acting by and through its Commissioner's Court, hereinafter referred to as "County" and 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 1st, 2017 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 <u>FOUR HUNDRED SIXTY THREE</u> DOLLARS AND .50/100 CENTS (\$463.50) 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:

ГО:		TO:	Joe Lopez, III
			Webb County Purchasing Agent
			1110 Washington St.
	Laredo, Texas 7804		Laredo, Texas 78040
	(956)		(956) 534-4125
	E:Mail;		E:Mail; joel@webbcountytx.gov

SEVERABILITY

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

Prohibitions against Assignment.

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

Venue/Laws of Texas

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

Notices

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

Entire Agreement

This Agreement 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 genders; the singular shall include the plural, and th			r
EXECUTED in duplicate originals this	day of	, 2017.	
WEBB COUNTY, TEXAS		(name of company)	
Tano Tijerina Webb County Judge		, President (Name/Title)	
ATTEST:			
Margie Ramirez Ibarra Webb County Clerk			

Marco A. Montemayor

APPROVED AS TO FORM:

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

TOSHBA BUSINESS SOLUTIONS

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SALES QUOTE

14807 San Pedro Avenue San Antonio, Texas 78232 Phone: 210.357.2600

OLUTIONS Phone: 210.357.260

DS TOMERANUM SERVE T0BA702 4/11/2017 A GUILLEN Sales Representative: **CUSTOMER INFORMATION** Shipt to: Customer Name: WEBB COUNTY - MANAGEMENT INFORMATION SYSTEMS WEBB COUNTY - MANAGEMENT INFORMATION SYSTEMS Customer Name: Billing Address: 1110 WASHINGTON Address 2: SUTIE# 304 Shipping Address: 1110 WASHINGTON, SUITE # 304 LAREDO, TEXAS 78040 78040 LAREDO, TEXAS City, State-Zip: City, State: Fax#: (956) 523-4000 Fax#: Phone #: Shipping: Customer PO#: Business Type: • Delivery Date: MOVEMENT STATUS **GUS ORNELAS** Delivery Contact: Supply Demo Equipment Telephone #: (956) 523-4893 Sale/Cash Lease Delivery Hours: Machine P/U Request Rental Meters: Black Stairs: Beg. Customer Loaner Other: Beg.__ Color End Move Customer Equip. П End Scans Beg. **EQUIPMENT AND SUPPLIES** RRODUCT/NUMBER SERIAL NUMBER SERIAL NUMBER SERIAL NUMBER SERIAL S EQUIPMENT/STACCESSORIES 463.50 RE-RITE ONE YEAR MAINTENANCE & SUPPORT GB1280V8 463.50 \$ SERIAUNUMBER SE SE UNITERICE PRODUCTANUMBER REQUIRED: See Attached Premium GMA - Acceptance or Declination Signature Block Must Be Signed by Customer. 463.50 Sub Total SRECIALINSTRUCTIONS nstalalion Fieloni 463,50 RE-RITE VERSION 8 ONE YEAR MAINTENANCE & SUPPORT Taxable Total Salas lett. // QUOTE VALID UNTIL 9/30/2017 ila): (Pelii) CERT PRICE estate to Allowance Model Trade-in: Serial Number: Equip. ID: Office Branch: Date: Total 463.50 Sales Manager Customer Name (Signature) Customer Name: vieto ini (Please Print)

By signing this agreement, the customer acknowledges that he/she has read and understood the transparent and conditions of this agreement.

1. Limited Warranty. The stillor warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmarship or material. Should any failure to conform to this warranty appears within ninety (50) days effect the listial date of installation in the case of new goods, or thirty (30) days effect in installation in the case of used or reconcilioned goods, the seller at it's option, shall correct text defects by suitable repaired or episcenomer at its own soverness, upon rediffication thereof and substantialish that the goods have been stood, installation in the case of used or reconcilioned goods, the seller at it's option, shall correct text defects by suitable repaired, and operated in socretaine with the Sellers recommendations or standard industry practice. The trengoling warranty does not apply to consumable parts such up, but not limited to, drawn, cleaning brushes, filters, developer, tones, heat and ollier tubes, pressure pade, hamps, lenses and fuse.

This warranty is exclusive and is in lieu of any warranty of morchantability, littees for a particular purpose or other warranty of quality, whether express or implied, except of title and against patient infringement. Correction of non-conformation, in the manner and for the period of them provided above, shall committee fulfillment of all labelities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract.

