

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

**WHEREAS** at a Webb County Commissioner's Court Meeting held on the 25th day of September, 2017, the Court approved and 2017-2018 Software Maintenance and to provide the following services as an Independent Contractor and/or as a Professional.

**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 October 1, 2017, and the Independent Contractor Services and/or Professional Services shall be completed and submitted to "COUNTY", on or before (30) 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 **FOUR THOUSAND AND FIFTY FOUR DOLLARS AND .80/100 CENTS (\$4,054.80)** 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](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 \_\_\_\_\_, 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:**

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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**



INSIGHT PUBLIC SECTOR, INC.  
2250 WEST PINEHURST BLVD, SUITE 200  
ADDISON, IL 60101

**CLOUD SERVICES ORDER FORM**

Client: Webb County Texas Client Acct #: 0010470358  
 Address: 1110 WASHINGTON ST STE 201  
LAREDO, TX 78040-4470  
 Client Contact: Gus Ornelas Insight Contact: Christine Ricker

**THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM**

Service Provider	SKU	Service Description	Subscription Fees			One-Time Fees		
			Fee	Qty	Total	Fee	Qty	Total
Cisco	see attached quote	Named User Spark Meet (with Meeting Center 25)	\$14.88	50	\$744.00			\$0.00
Cisco	see attached quote	Add-on Storage (Per GB)	\$682.16	5	\$3,310.80			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
Subscription Total					<b>\$4,054.80</b>	One-Time Total		<b>\$0.00</b>

By signing this agreement, you agree to an annual charge of \$4,054.80 plus any overage charges due each month for the next 12 months. This purchase will be under the Texas DIR-TSO-2534 contract.

This agreement will auto renew under a new 12 month term. You must notify Insight via email at [cloudsalessupport@insight.com](mailto:cloudsalessupport@insight.com) 45 days prior to the end of this 12 month term should you choose not to auto-renew the agreement.

**Initial Subscription Period**

Initial Subscription Period Term (months)	12
Invoice Frequency	Annually
Total Order Amount	\$4,054.80

**Initial Invoice Fee** \$4,054.80  
**Recurring Invoice Fee** \$0.00

**Renewal Subscription Period (if applicable)**

Renewal Subscription Period Term (months)	12
Invoice Frequency	Annually

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "TERMS OF SALE - CLOUD SERVICES" AND THE SPECIAL TERMS ADDENDUM (IF ANY) WHICH ARE INCORPORATED HEREIN BY REFERENCE AND GOVERN YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:

[http://www.insight.com/en\\_US/help/terms-of-sale-cloud-ips.html](http://www.insight.com/en_US/help/terms-of-sale-cloud-ips.html) [View Terms of Sale - Cloud Services](#)

BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THE SERVICE PROVIDER TERMS, WHICH GOVERNS YOUR ACCEPTANCE AND USE OF THE CLOUD SERVICES DESCRIBED IN THIS ORDER AND ARE LOCATED AT THE FOLLOWING URL(S):

[http://www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/index.html#](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html#) [View Service Provider Terms](#)

BY ENTERING YOUR FIRST AND LAST NAME IN THE BOX BELOW AND CLICKING THE "ACCEPT TERMS" BUTTON, YOU CERTIFY (1) THAT YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER AND (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT. YOUR FIRST AND LAST NAME SHALL BE YOUR DIGITAL SIGNATURE, WHICH YOU AGREE SHALL BE AS LEGALLY BINDING AS YOUR MANUAL SIGNATURE.

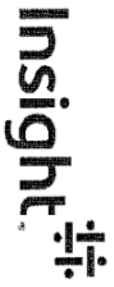
PLEASE ENTER FIRST AND LAST NAME

EFFECTIVE DATE: 5/11/17  
 PO # (OPTIONAL):

**ACCEPT NOW**

**PRINT FORM**

2016419



5/11/2017

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Insight Direct  
6820 South Harl Avenue  
Tempe, AZ 85283

**Webb County Texas**

Estimate ID: S060355687KO

April 27, 2017

Contract: Texas DIR-TSO-2534

AE: Christine Ricker  
Phone: 512-663-8960  
Email: christine.ricker@insight.com

AAE: Jason Sawyers  
Phone: 480-366-7154  
Email: jsawyers@insight.com

Initial Term (Months): 12 | Auto Renewal Term (Months): 12 | Billing Model: Annual

**BUDGETARY QUOTE**

MFG Part Number	Product Name	Qty	Months	Unit Price	Extended Price	Term Price
A-WX-NL-WC-SPKMSG	Included Spark Message for Meeting Center	5	12	\$ -	\$ -	\$ -
A-WX-NL-QMR-25	Named User Collaboration Meeting Rooms Capacity 25 (1)	5	12	\$ -	\$ -	\$ -
A-WX-NL-RMSTG-INC	Spark Message Included Storage (1)	25	12	\$ -	\$ -	\$ -
A-WX-NL-RMSTG-OVR	Spark Storage Coverage (1)	0	12	\$ 3.63	\$ -	\$ -
A-WX-STORAGE-INC	Included Storage (1)	10	12	\$ -	\$ -	\$ -
A-WX-STORAGE-OVR	Enable Storage Overage (1)	0	12	\$ 3.63	\$ -	\$ -
A-WX-STORAGE-ADD	Add-on Storage (1)	50	12	\$ 1.24	\$ 62.00	\$ 744.00
A-WX-NL-MTGS-25	Named User Spark Meet (with Meeting Center 25) (1)	5	12	\$ 55.18	\$ 275.90	\$ 3,310.80
A-WX-NL-MTGS-OVR	Named User Meeting Center Attendee Overage (1)	0	12	\$ 37.00	\$ -	\$ -
				<b>Annual Total:</b>	<b>\$ -</b>	<b>\$ 4,054.80</b>
				<b>12 Month Term Total:</b>	<b>\$ -</b>	<b>\$ 4,054.80</b>

Confidential

Product Edition

Thank you for the opportunity to quote.