

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

WHEREAS at a Webb County Commissioner's Court Meeting held on the 10th day of September, 2018, the Court approved 2018-2019 Hardware Maintenance and to provide the following services as an Independent Contractor and/or as a Professional, **Hardware Support for Datacove Equipment (email archiving hardware)**.

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 **Tangent**, 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, 2018, 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 **SIX THOUSAND NINE HUNDRED AND EIGHTY FIVE DOLLARS AND 00/100 CENTS(\$6,985.00)** for the above described services, which shall be paid in accordance with the terms and conditions set forth in Request for Proposal (RFP 2018-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: Tommy Holmes
Tangent
P.O. Box 1902
Fremont, CA 94538
(800) 342-9388
E:Mail; tinbase@tangent.com

TO: Joe Lopez, III
Webb County Purchasing Agent
1110 Washington St.
Laredo, Texas 78040
(956) 534-4125
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 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 _____, 2018.

WEBB COUNTY, TEXAS

Tangent

Tano Tijerina
Webb County Judge

_____, President (Name/Title)

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Webb County Civil Legal Division

*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 _____, 2018**

Quote# Q453484

08/21/2018

DataCove GT2 - Renewal

Quoted For: Webb County 1110 Washington St. Laredo, TX 78040	Sales Rep: Tommy Holmes
Contact: Ornelas, Gus Phone1: (956) 523-4893	Quoted By: Hannah Smith
	Quote Total: \$4,990.00 (Quantity: 1)
	Sales tax not included

Qty	Part Code	Description
1	DCGT2-RNWL	DataCove - Email Archiving Appliance - Renewal
1	DCGT2_T1-U/1	DataCove T1 - Active Updates 1 Year
1	DCGT2_T2-R/1	DataCove T2 - Next Day Replacement - 1 Year

Build Notes: **Subtotal (Each):** \$4,990.00
No. of Systems: x 1

Ref Code: 20180821809 **Grand Total:** \$4,990.00

Sales tax not included

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tel: 1-800-342-9388 fax: 1-650-342-9380

Quote# Q453471

08/21/2018

DataCove GT2 - Renewal

Quoted For: Webb County 1110 Washington St. Laredo, TX 78040	Sales Rep: Tommy Holmes
Contact: Ornelas, Gus Phone1: (956) 523-4893	Quoted By: Hannah Smith
	Quote Total: \$1,995.00 (Quantity: 1)
	Sales tax not included

Qty	Part Code	Description
1	DCGT2-RNWL	DataCove - Email Archiving Appliance - Renewal
1	DCGT2_T2-U/1	DataCove T2 - Active Updates 1Year

Build Notes: **Subtotal (Each):** \$1,995.00
No. of Systems: x 1

Ref Code: 20180821611 **Grand Total:** \$1,995.00

Sales tax not included

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