

**SERVICES AGREEMENT BETWEEN
WEBB COUNTY AND GOVERLAN**

WHEREAS at a Webb County Commissioner’s Court Meeting held on the 26th day of August, 2019, the Court approved for a 2019-2020 Annual Support Software Contract Renewal, to provide the following services as an Independent Contractor, 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 Goverlan, hereinafter collectively referred to as “Independent Contractor”, 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, 2019, and the Independent Contractor Services shall be completed and submitted to “COUNTY”, on or before Thirty (30) 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 shall incorporate the requirements as set forth in this renewal.

Compensation

The County of Webb shall pay the Independent Contractor for such services the total sum of EIGHT THOUSAND EIGHT HUNDRED NIGHTY TWO DOLLARS (\$8,892.00) 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, whether one or more, under this Agreement, it is mutually understood, and agreed, that Independent Contractor is, at all times, acting and performing as an independent contractor. Webb County’s sole interest is to assure that Independent Contractor’s services be performed and rendered in a competent, efficient, and satisfactory manner. The Independent Contractor 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 certifies, and affirms, that he/she/company is not legally disqualified from the performance of the duties under this Agreement. Independent Contractor shall advise the County, in writing, of any change in status of the Independent Contractor which may materially affect the ability of Independent Contractor 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:

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| <p>TO: Judy Lee GOVERLAN 2655 S. Le Jeune Rd, Suite 1001 Tempe, AZ 85283 (480) 366-7154 Email: jswayers@insight.com</p> | <p>TO: Joe Lopez, III Webb County Purchasing Agent 1110 Washington St. Laredo, Texas 78040 (956) 534-4125 Email: joel@webbcountytexas.gov</p> |
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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, 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 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 _____, 2019.

WEBB COUNTY, TEXAS

GOVERLAN

Tano Tijerina
Webb County Judge

_____, President (Name/Title)

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Ramon A. Villafranca, Jr.
Assistant General Counsel
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 _____, 2019

GOVERLAN | BEACH

Company Address 2655 S Le Jeune Road, Suite 1001
Miami, FL 33134
USA

Created Date 5/15/2019
Quote Expires On 10/5/2019

Quote Number 00046092

Prepared By J C
Phone (888) 330-4188 x892
Email sales@goverlan.com

Contact Name Manuel Pena
Phone 9565234847
Email mpena@webbcountytx.gov

Bill To Name Webb County
Bill To 1110 WASHINGTON ST.
SUITE 203
Laredo, TX 78040
United States

| Product Code | Product | Sales Price | Quantity | Total Price |
|--------------------|--|-------------------|----------|-------------|
| SKU-GOV-OP-ENT-YE | Operator - Enterprise Edition - Yearly | \$1,548.00 | 2.00 | \$3,096.00 |
| SKU-GOV-OP-PRO-YE | Operator - Professional Edition - Yearly | \$828.00 | 7.00 | \$5,796.00 |
| Grand Total | | \$8,892.00 | | |

Payment Details

Payment Terms: Net 30 days

Payment can be made by credit card, check or bank wire. Enter credit card details at www.goverlan.com/pay or make a check payable to Goverlan Inc. (funds must be in USD). Wire instructions below. Questions or special requests? contact Sales@goverlan.com

Bank Wire Details:

Bank Name: JPMorgan Chase Bank N.A.
Bank Address: 1 Chase Manhattan, New York, NY 10005
SWIFT Bank Code: CHASUS33
U.S. Based Routing No: 267084131
Non U.S. Based Routing No: 021000021
Account Name: Goverlan, Inc.
Account No: 914505391

Remit To Address:

Goverlan, Inc.
Gables International Plaza
2655 South Le Jeune Rd, Suite 1001
Miami, FL 33134-5815
United States
Phone: +1 305-442-4788