

**SERVICES AGREEMENT BETWEEN  
WEBB COUNTY AND SHI GOVERNMENT SOLUTIONS**

**WHEREAS** at a Webb County Commissioner’s Court Meeting held on the 26<sup>th</sup> day of August, 2019, the Court approved SHI Government Solutions 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 SHI Government Solutions, 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 30, 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 upon final completion, review and written acceptance of the Independent Contractor provided as described herein-below by “COUNTY”.

**Independent Contractor 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 THIRTY SIX THOUSAND FOUR HUNDRED FORTY DOLLARS AND 00/100 CENTS (\$36,440.00) 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 and, 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 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.

**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 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 for these costs without both a written request and prior approval by the County.

**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:

TO: Gregory Gonedes  
SHI Government Solutions  
1301 South Mo-Pac Expressway, Ste. 375  
Austin, TX 78746  
(800) 870-6079  
Email: [gregory\\_gonedes@shi.com](mailto:gregory_gonedes@shi.com)

TO: Joe Lopez, III  
Webb County Purchasing Agent  
1110 Washington St.  
Laredo, Texas 78040  
(956) 534-4125  
Email: [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, 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 24th day of September, 2018.

WEBB COUNTY, TEXAS

SHI Government Solutions

\_\_\_\_\_  
Tano Tijerina  
Webb County Judge

\_\_\_\_\_  
Gregory Gonedes, SHI Government Solutions

**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 civil legal division 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 26<sup>th</sup> day of August, 2019, Item # \_\_\_\_.



Pricing Proposal  
 Quotation #: 16905416  
 Created On: 3/29/2019  
 Valid Until: 8/9/2019

**WEBB COUNTY**

**Inside Account Manager**

**Gus Ornelas**  
 1110 Washington St  
 Suite 201  
 Laredo, TX 78040  
 United States  
 Phone: 9565234125  
 Fax:  
 Email: gornelas@webbcountytx.gov

**Brett Yajcaji**  
 1301 South Mo-Pac Expressway  
 Suite 375  
 Austin, TX 78746  
 Send PO to: Texas@shi.com  
 Phone: 732-652-0255  
 Fax:  
 Email: Brett\_Yajcaji@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Annual Subscription includes Endpoint Protection Platform Complete Capabilities, Professional (Standard 9x5, email/web) Support Plan, Platform Updates and Upgrades Sentinel One - Part#: CMP-2K1 Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 10/30/2019 – 10/29/2020	1600	\$19.00	\$30,400.00
2 Enterprise (Premium) includes 24x7 Support, email/web/phone channels Sentinel One - Part#: SPRT-ENT Contract Name: BuyBoard - Technology Contract #: 579-19 Coverage Term: 10/30/2019 – 10/29/2020	1	\$6,040.00	\$6,040.00
		Total	\$36,440.00

**Additional Comments**

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*