

**SERVICES AGREEMENT BETWEEN
WEBB COUNTY AND INSIGHT PUBLIC SECTOR**

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 INSIGHT, 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 23, 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 THIRTY ONE THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS AND .95/100 CENTS (\$31,387.95) 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:

TO: Jason Sawyer	TO: Joe Lopez, III
Insight Public Sector	Webb County Purchasing Agent
6820 South Harl Ave.	1110 Washington St.
Tempe, AZ 85283	Laredo, Texas 78040
(480) 366-7154	(956) 534-4125
Email: jswayer@insight.com	Email: 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 ____ day of _____, 2019.

WEBB COUNTY, TEXAS

INSIGHT PUBLIC SECTOR

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

Insight Public Sector
 6820 South Hart Avenue
 Tempe, A 85283

Account Exec: Christine Ricker
 Phone 512-663-8960
christine.ricker@insight.com

Associate AE: Jason Sawyers
 Phone: 480-366-7154
 Fax: 480-760-6232
jsawyers@insight.com



Sales Quote: Q042319JS-BARRACUDA
 Date: 8/12/2019
 Buyer: Webb County
 Name: Gus Ornelas
 Phone: 956-523-4893
 Email: gornelas@webbcountytx.gov

Barracuda Renewal
 DIR Contract# _____ DIR-TSO-4093 _____
 Expires 5/8/22

Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
BR5600A-E1	Barracuda Energize Updates virus definitions update - 1 year	1	\$ 6,235.90	10.00%	\$ 5,612.31	\$ 5,612.31
BR5600A-H1	Barracuda Instant Replacement extended service agreement - 1 year - shipment Serial Number 981421 Active Dates 11/7/19 - 11/7/20	1	\$ 5,080.90	10.00%	\$ 4,572.81	\$ 4,572.81
			\$ -	0.00%	\$ -	\$ -
			\$ -	0.00%	\$ -	\$ -
BYF910A-E1	Barracuda Energize Updates virus definitions update - 1 year	1	\$ 9,123.40	10.00%	\$ 8,211.06	\$ 8,211.06
BYF910A-H1	Barracuda Instant Replacement extended service agreement - 1 year - shipment	1	\$ 7,506.40	10.00%	\$ 6,755.76	\$ 6,755.76
BYF910A-A1	Barracuda Advanced Threat Protection - subscription license (1 year) - 1 license Serial Number 1060959 Active Dates 10/23/19 - 10/23/20	1	\$ 6,928.90	10.00%	\$ 6,236.01	\$ 6,236.01
			\$ -	0.00%	\$ -	\$ -
			\$ -	0.00%	\$ -	\$ -
			\$ -	0.00%	\$ -	\$ -
			\$ -	0.00%	\$ -	\$ -

Please note: Effective Oct. 1 the U.S. government imposed tariffs on technology-related goods which the OEMs are evaluating the impact on their cost and are providing us with frequent cost updates. In some instances multiple times per day. For this reason this quote is subject to cost change.



TOTAL \$31,387.95

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Insight Public Sector and the Texas Department of Information Resources Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#

The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference. INSIGHT PUBLIC SECTOR SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A PURCHASE ORDER). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.

BY ACCEPTING THIS SALES QUOTE, CLIENT AGREES TO THE ATTACHED TERMS AND CONDITIONS WITHOUT MODIFICATION

Insight Public Sector 6820 South Harl Avenue Tempe, A 85283 Account Exec: Christine Ricker Phone 512-663-8960 christine.ricker@insight.com Associate AE: Jason Sawyers Phone: 480-366-7154 Fax: 480-760-6232 jsawyers@insight.com		  U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE Barracuda Gateway Upgrade to 910 w/1 Year Support USC Contract 4400006644		Sales Quote: Q041918JS-910-1Y Date: 08/21/18 Shipping Terms: FOB Origin Payment Terms: Net 30 Sales Quote is valid for 30 days Buyer: Webb County Name: Gus Ornelas Phone: 956-523-4893 Email: gornelas@webbcountytx.gov		
Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
BYF910A11	Barracuda Web Security Gateway 910 - security appliance - with 1 year Energize Updates and Instant Replacement	1	\$ 40,317.00	28.75%	\$ 28,725.86	\$ 28,725.86
	Upgrade for S/N # 956524		\$ -	0%	\$ -	\$ -
	Upgrade application must be completed by Webb County and Insight.		\$ -	0%	\$ -	\$ -
	Break down by HW and SW/Support for division budget purposes only.		\$ -	0%	\$ -	\$ -
	Barracuda Web Security Gateway 910 - security appliance	1	\$ 25,919.00	0%	\$ 18,467.29	\$ -
	Barracuda Energize Updates virus definitions update - 1 year	1	\$ 7,899.00	0%	\$ 5,628.04	\$ -
	Barracuda Instant Replacement extended service agreement - 1 year - shipment	1	\$ 6,499.00	0%	\$ 4,630.54	\$ -
			\$ -	0%	\$ -	\$ -
			\$ -	0%	\$ -	\$ -
			\$ -	0%	\$ -	\$ -
			\$ -	0%	\$ -	\$ -
THE TERMS AND CONDITIONS AND RETURN POLICY AND PROCEDURES SET FORTH ON www.insight.com/pages/legal.web ARE SPECIFICALLY INCORPORATED HEREIN.						
TOTAL						528,725.86

510,258.58