

**GPS HARDWARE AND MONITORING SYSTEM AGREEMENT BETWEEN
WEBB COUNTY AND NOVASTAR COMMUNICATIONS**

WHEREAS at a Webb County Commissioner's Court Meeting held on the 26TH day of June, 2017, the court approved and awarded a GPS Hardware and Monitoring System Agreement to provide GPS Tracking for the Webb County Constable, Harold Devally, Precinct #4 for law enforcement fleet with Novastar Communications.

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 Novastar Communications, hereinafter collectively referred to as "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 July 14, 2017 and terminates on July 13, 2018

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 scope of work and requirements as set forth in the GPS Tracking Proposal hereto as **Exhibit "A"**, and incorporated by reference for all intents and purposes.

Compensation

The County of Webb shall pay the Independent Contractor for such services the total sum of FOUR THOUSAND FOUR HUNDRED FORTY NINE DOLLARRS AND 60/100 CENTS (\$4,449.60) for the described services listed on **Exhibit A**, which shall be paid in accordance with the terms and conditions set forth in attached Exhibit 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 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 Purchasing Agent for Webb 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, or professionally, 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 CONTRACTOR:	Novastar Communications	TO COUNTY:	Joe Lopez, III
	903 San Dario Ave.		Webb County Purchasing Agent
	Laredo, Texas 78040		1110 Washington St.
	Phone: (956)-726-1600		Laredo, Texas 78040
	Fax: (956)-726-0222		Phone: (956) 534-4125
	Attn: Jose Martinez		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 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 is 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 12 day of July, 2017.

WEBB COUNTY, TEXAS

NOVASTAR COMMUNICATIONS


Tano E. Tijerina
Webb County Judge

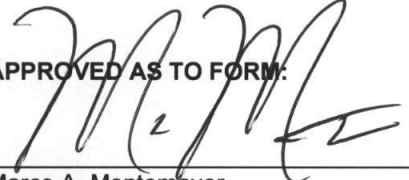

NOVASTAR AUTHORIZED REPRESENTATIVE

ATTEST:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


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 26th day of June 2017. Item no. 42.

NOVASTAR COMMUNICATIONS

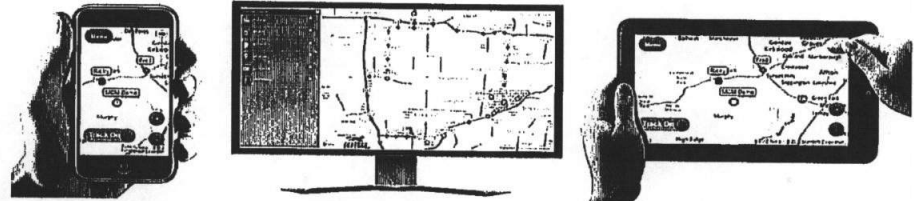
Proposal

SINCE-1986

Customer

Name	WEBB COUNTY CONSTABLE PCT#4 DEVALLY			Date	3/14/2017
Address				Order No.	GPS
City	LAREDO	State	TX	ZIP	78040
Phone	bgranado@ hdevally@webbcountytexas.gov			Rep	CELINA
				FOB	LAREDO, TX.

Qty	Description	Unit Price	TOTAL
12	<p>LOCAL - COUNTY - STATE - ENTIRE USA</p> <p>1 YEAR GPS SERVICE - 12 UNITS TOTAL @ \$30.90P/UNIT P/MTH 12 UNITS (\$370.80 P/MTH - \$2,224.80 P/6MTHS - \$4,449.60P/YR) Service will run from : July 14, 2017 to July 13, 2018</p> <p>EQUIPMENT WARRANTY UNTIL MAY-2017 AS PER PREVIOUS PURCHASE - 1 YEAR SERVICE WARRANTY GUARANTEED WITH NEW 1 YEAR GPS SERVICE</p>	\$370.80	\$4,449.60



email: novacomm@sbcglobal.net / www.novastartx.com

Payment Details

Cash P.O
 Check
 Payment Options

Monthly _____
 % Down _____

Balance Due	\$4,449.60
Total	\$4,449.60

SUB-TOTAL	\$4,449.60
TAX	\$0.00
SHIPPING	\$0.00
TOTAL	\$4,449.60

**TX-DPS-PSB
LIC # C-13986**

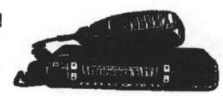


A 25% Restocking Fee on all returned Merchandise / Cancellations or Special Orders /
903 San Dario Ave. Laredo, TX. 78040 (956)726-1600 Fax 726-0222



ACCEPTED BY:

LCD TV- TWO WAY RADIO COMM. - CCTV CAMERAS
DIGITAL D.V.R.'s - GPS TRACKERS AUDIO VIDEO SYSTEMS



EXHIBIT

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