INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN WEBB COUNTY AND <u>INSIGHT PUBLIC SECTOR</u>

WHEREAS at a Webb County Commissioner's Court Meeting held on the 11h day of September, 2017, the Court approved and 2017-2018 Hardware Maintenance and to provide the following services as an Independent Contractor and/or as a Professional. Varied Network and Monitoring Hardware Warranty/Support.

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 Public Sector**, 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 <u>(varies please see attachments)</u>, and the Independent Contractor Services and/or Professional Services shall be completed and submitted to "COUNTY", on or before <u>(varies please see attachments)</u> 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 THOUSAND SEVEN HUNDRED AND FIFTY ONE DOLLARS AND .41/100 CENTS (\$24,751.41) for the above described services, which shall be paid in accordance with the terms and conditions set forth in Request for Proposal (RFP 2017-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: Jason Sawyers

n Sawyers TO: Joe Lopez, III

Insight Public Sector

Webb County Purchasing Agent

6820 South Harl Ave

1110 Washington St.

Tempe, AZ 85283

Laredo, Texas 78040

(512) 663-8960

(956) 534-4125

E:Mail; jason.sawyers@insight.com

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.

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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 14 day of 3cot, 2017.

WEBB COUNTY, TEXAS

Tano Tijerina

Webb County Judge

Insight Public Sector, Inc.

Erica Falchetti

, Capture Manager

ATTEST:

Margie Ramirez Ibarra

Webb County Clerk

APPROVED AS TO FORM:

Headings

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

Counterparts

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Terminology and Definitions

APPROVED AS TO FORM:

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 14 day of Sept, 2017.

WEBB COUNTY, TEXAS	Insight Public Sector (name of company)
Tano Tijerina Sept. 14, 2017	, President (Name/Title)
Webb County Judge	
ATTEST:	
	=
Margie Ramirez Ibarra	
Webb County Clerk	

MeMa

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 11th. day of 1217.



	The state of the s		20701310	POCHOSTAN FOCHOSTAN	92975682	ENS.	21-Apr-2017	31-Jan-2018	CON-SNTP-3750G24P \$	876.00	٠.		
Major	WS-C3750G-24PS-5	-	26/313240	Charles	03075693	dINS.	01-Dec-2017	31-Jan-2018	CON-SNTP-3750G125 \$	1,546.00	s	262.61 \$	215.34
Major	WS-C3750G-125-S	-	335376961	CATTITIONISKS	7805/676		01-Dec-2017	31-lul-2018	CON-SNTP-WSC3568 \$	202.00	*	134.48 \$	110.27
Major	WS-C3560-8PC-5	-	570142203	FOCI-438V5XQ	7990/676	-	100	30 May 2018	S 15P1-97IP	158.00	•	158.00 \$	129.56
Major	CISCO1921/K9	п	579407251	FTX144704DN	92975682		01-04-001	SO Mon- 3018	S TSWC1005-9001	502.00	. •	502.00 \$	411.64
Major	C2901-CME-SRST/IG	,	809162572	FTX15278172	92975682	A I	100-00-TO	20 May 2018	S PROTOSTE ATTOMOS	736.00	• •	736.00 \$	603.52
Major	WS-C3750X-24P-S	-	1024585915	FD01631P056	92975682	SAIN	117-000-TI	30-MON-2018	CON SWITE LINES A	74.00	. •	5 69.19	50.54
Major	AIR JAPTOA2N-A-KG	-	1105022486	FTX1649K16L	92975682	SNIP	01-Dec-201/	SU-Sep-2018	CONSTRUCTION OF THE PARTY OF TH	1350.00		350.00 \$	107.00
	AIR CTOCALDS VO		1108129499	PSZ16430922	92975682	SNIP	01-Dec-2017	30-Nov-2018	CON-SNIP-CIZZS \$	1,350.0		٠.	200
wajor	AIN CLESSOR IN	٠.	1199606567	SMG1701NG2Y	92975682	SMTP	01-Dec-2017	30-Nov-2018	CON-SKIP-WS-CESOB 5	10,920.00	^	•	200
Major	WSCBOOL	•	TOPOGOGO	CENTENENTS	97975682	SMTP	01-Dec-2017	30-Nov-2018	CON-SNTP-ASR100ZX \$	3,485.00	er S	\$	2,857.70
Major	ASR1002-X	н	1228221	S I DOCUMENT OF	97975687	ENS.	01-Dec-2017	30-Nov-2018	CON-SNTP-SLASRIAM \$	659.00	*	\$ 00.659	540.38
Minor	SLASR1-AES	-	127827197		0307000	5	01-Dec-2017	30-Nov-2018	CON-SWIP-BXCHITEL \$	810.00	*	\$10.00 \$	664.20
Minor	SPA-8XCHT1/E1	н	1228221284	SALIBABIGWE	2805/626	200	01-Dec-2017	30-Nov-2018	CON-SNTP-8XCHT1E1 \$	810.00	*	\$ 00.018	664.20
Minor	SPA-8XCHT1/E1	-	1228221258	SALIGABIBNA	78967676	9245	71-Dag-2017	90-Nov-2018	CON-SWIP-BXCHT1E1 \$	810.00	**	\$ 00.018	664.20
Minor	SPA-8XCHTI/E1	H	1228221374	SAL1648TBMN	7896/876		DI Dec 2017	30-Nov-2018	CON-SNTP-C1602IA \$	45.00	40	45.00 \$	36.90
Major	AIR-CAP16021-A-K9	н	1481348650	FGL1748W5NX	92975682		200-0010	20 Nov-2018	CONFOMILLIOFINDS	300,00	•	300.00	000
Major	R-VMW-UC-PNDS-KS	7	1589842074	1M48Q-4334L-28345-0R9K6-9NH3	94234749	ECWO	7700-00-00	30 Nov. 2016	CONFORMITIONNS	300.00	. •	300.00 \$	0.00
Major	R-VMW-UC-FNDS-KS	-	1589865089	1H407-0318J-28A4D-09900-0H23h	94234749	ECMO	OT-CHC-TOT	30.00	CONTRACTOR OF THE CONTRACT OF	107.00		300 701	87.74
Major	WS-C3560CG-8PC-5	,	1593241133	FOC1839Y3L6	92975682	NS.	01-Dec-2017	30-Nov-2018	CON-NI-WACASOC 5	200		2 00 121	140 22
	AVC CREATOR SPORTS	-	1593241168	FOC1839Y3KG	92975682	SNTP	01-Dec-2017	30-Nov-2018	CON-SNIP-WSC3580C 5			200	8
Mejor	The state of the s		1505116728	FCH1834V1WT	94241065	SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UCZZOM35 \$			418.00	3 8
Major	OCOC-E-CZOWES	٠,	450547440	ECH1834024P	94241065	SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-UC220M35 \$	416.00 \$		416.00 \$	300
Major	UCCCS-EZ-CZGM3S		200000000000000000000000000000000000000	ALANA PARA	94241065	SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-2921CMST \$	0.706		\$ 00.708	/43.74
Major	C2921-CME-SKS1/KS		292/0/262	CLIACADAVA	59012200	SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-VG350K9 \$	2,744.0		2,744.00 \$	0.00
Major	VG350/K9	-	1596043594	TINESPER S	94241065	SNTP	01-Dec-2017	30-Nov-2018	CON-SNTP-VG310ICV \$	718.0		718.00 \$	0.0
Major	VG310		16044/4145	FIXTEROPTION	2011100	SEN S	01-Dec-2017	30-Nov-2018	CON-SNTP-VG310ICV \$	3 718.0		718.00 \$	0.00
Major	VG310	ч	1604474225	FTX1846AL6X	3071-71-6	gras	71-Dec-2017	30-Nov-2018		\$ 718.00 \$		718.00 \$	0.00
Major	WG310	п	1604474293	FTX1846ALBZ	2474100		200-3012	30 Mov-2018		718.00 \$		718.00 \$	0.00
Major	VG310	ч	1604474369	FTX1846ALC3	94241065	-	102-30-10	30 alon 2010		166.00 \$		166.00 \$	136.12
Major	VG204XM	1	1605102175	FCH1844S0A5	92975682		1107-080-10	30 11- 2010				736.00 \$	603.52
Maior	WS-C3850-24P-5	٦	1605876946	FCW1844CDIX	92975682	SNIP	1107-080-10	STON-AGNIC		•		5 00 00	34 734 5
Major	CNC-3415-K9		1607033463	FCH1845V1YG	94489484	SNTP	01-Dec-2017	30-NON-2018	CLPCCNC-TINC-NULL	20000		2001	1 157 03
100	NA CORPORATION		1642392858	FCW1907C0BX	92975682	SINTE	01-Dec-2017	30-NOV-2018		1	•		400 40
5 1	20000000000000000000000000000000000000		1689589414	FICISIDABBA	92975682	NS.	01-Jan-2018	30-Nov-2018		OTTCO S	•	200.00	
Major	CALLES CO.		100001783	FTX192910S6	92975682	SNE	01-Dec-2017	30-Nov-2018		2,726.00		, /Z6.00 \$	1,415.52
Major	ASASSAS-K3	•	COLOROT	_	92975682	NS.	01-Dec-2017	30-Nov-2018	CON-SNT-C220M4L	331.00	•	331.00 \$	277.42
Major	UCSC-C220-M4L	-1	1/3083033/	move establish	DATAFCAD	FOMU	01-Dec-2017	30-Nov-2018	CON-ECMU-SSLEDA	\$ 50.00	\$	\$ 00:000'0	0.00
Major	UC-UWI-STD-SLED-A	1000	2029645982		000000		TH. Dec. 2017	30-Nov-2018	CONFICMULICOESSA	S	6.00 \$ 1	1,536.00 \$ 0.00	0.00
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This quote is subject to insight's Terms of Sale - Products set forth and http://www.insight.com/en US/help/harms-of-sale-products.html.

Commissioners Court Meeting Meeting Date: 09/11/2017

Insight Public Sector

Submitted for: Cyndi Rodriguez

Department: Information Technology

Submitted By: Cyndi Rodriguez

Subject:

Discussion and possible action to authorize a contract with Insight Public Sector and Webb County. The contract provides for varied network and monitoring Hardware Warranty/Support. The contract begins December 1, 2017 and ends on November 30, 2018. The cost is TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY ONE DOLLARS AND .41/100 CENTS (\$24,751.41) funding will be used from 2017-2018 budget and authorizing the County Judge to sign and execute all relevant documents; and any other matters incident thereto. [Account #1001-1280-001-443000-035 Repairs & Maintenance Equipment]

Background:

n/a

Previous Court Action:

Fiscal Impact

Budget Account Number: n/a **Funding Source:** n/a

Balance:

n/a

Financial Impact:

This is for next years budget 2017-2018

Attachments

Insight HW