# INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN WEBB COUNTY AND TOSHIBA

WHEREAS at a Webb County Commissioner's Court Meeting held on the 11<sup>th</sup> day of September, 2017, the Court approved for a 2017-2018 Annual Support Software Contract Renewal, to provide the following services as an Independent Contractor and/or as a Professional, 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 TOSHIBA, 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 October 1<sup>st</sup>, 2017 and the Independent Contractor Services and/or Professional 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 and/or Professional shall incorporate the requirements as set forth in this renewal.

#### Compensation

The County of Webb shall pay the Independent Contractor and/or Professional for such services the total sum of <u>FOUR HUNDRED SIXTY THREE</u> DOLLARS AND .50/100 CENTS (\$463.50) 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/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.

#### **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: Joe Lopez, III
	Webb County Purchasing Agent
	1110 Washington St.
Laredo, Texas 7804	Laredo, Texas 78040
(956)	(956) 534-4125
E:Mail;	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.

#### 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 \_\_\_\_ day of \_\_\_\_\_, 2017.

WEBB COUNTY, TEXAS

Tano Tijerina

Webb County Judge

(name of company)

, President (Name/Title)

ENH W LEMOINE

ATTEST:

Margie Ramirez Ibarra

Webb County Clerk

A TEXA

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

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EXECUTED in duplicate originals this _	day of	, 2017.
WEBB COUNTY, TEXAS		(name of company)
Tano Tijerina 8 p.t. 14,2017		, President (Name/Title)
Webb County Judge		
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 HTM
day of Sept., 2017 THE THE 21 H.

# **TOSHIBA BUSINESS SOLUTIONS**

## **SALES QUOTE**

San Antonio, Texas 78232

Phone: 210.357.2600 Fax: 210.572.7899

T0BA702 4/11/2017 A GUILLEN Sales Representative: **CUSTOMER INFORMATION** Shipt to: Bill to Number WEBB COUNTY - MANAGEMENT INFORMATION SYSTEMS Customer Name: Customer Name: WEBB COUNTY - MANAGEMENT INFORMATION SYSTEMS 1110 WASHINGTON, SUITE # 304 Billing Address: 1110 WASHINGTON Address 2: SUTIE # 304 Shipping Address: LAREDO, TEXAS 78040 LAREDO, TEXAS 78040 City, State-Zip: Zip: City, State: (956) 523-4000 Fax# Fax#: Phone # Ext. Phone #: Terms: Business Type: Delivery Date: Shipping: Customer PO#: **MOVEMENT STATUS GUS ORNELAS** Delivery Contact: Supply Demo Equipment (956) 523-4893 Telephone #: Sale/Cash Lease Delivery Hours: Machine P/U Request Rental Black Stairs: Meters: End Customer Loaner Other: Yes No Color Beg. End Move Customer Equip. Scans End Beg. **EQUIPMENT AND SUPPLIES** AMOUNT BRODUCTINUMBER SERIAUNUMBER UNDERIGE EQUEMENTASTAGGESSORIES 463.50 \$ 463.50 GB1280V8 RE-RITE ONE YEAR MAINTENANCE & SUPPORT MAN UNTERROPE AMOUNT विद्वाचा स्थापामा वस्य अवस्था शामाशास्त्रक REQUIRED: See Attached Premium GMA - Acceptance or Declination Signature Block Must Be Signed by Customer. 463.50 Sub Total ត្រូវតៀតស្រែ 463.50 Taxable Total \$ RE-RITE VERSION 8 ONE YEAR MAINTENANCE & SUPPORT **QUOTE VALID UNTIL 9/30/2017** Sep : 6. 18 18 7 ler Pain \$ Opple Plan Equip. ID: perfete to ANTONNERSIONE Serial Number: Model Trade-in: \$ 463.50 Office Branch: • Date: Total Sales Manager Customer Name: (Signature) Customer Name; ulc'(c. Piete)

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions

1. Limited Warranty. The stillar warrants that the goods to be delivered will be of the kind and quality described in Majerener's and will be fire of detects in workmarship or malerial. Should any failize to conform to this warranty appear within rinety (60) days after the initial date of installation in the case of new goods, or thirty (20) days after the initial date of installation in the case of used or reconditioned goods, the salier at \$1 any experses, upon notification thereof and abstantiation that the goods been stood, installation and interest at \$1 any experses, upon notification thereof and abstantiation that the goods been stood, installation, anisational, and operated in socordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drume, cleaning brushes, filters, developer, toner, heat and aller tubes, pressure sade, temps, lenses and fusue.

This warranty is exclusive and is in itsu of any warranty of merchantability, filtness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement, concretioned in one-conformaties, in the menser and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whalter based on contract, nonlineace, sticct tod fability of othersias.

Commissioners Court Meeting

**Meeting Date:** 09/11/2017

Toshiba Rewrite

Submitted for: Cyndi Rodriguez

**Department:** Information Technology

Submitted By: Cyndi Rodriguez

# Subject:

Discussion and possible action to authorize a contract between Toshiba and Webb County for the Re-Write Version, One (1) year maintenance and support. The contract begins on October 1, 2017 and ends on September 30, 2018 at a total cost of FOUR HUNDRED SIXTY THREE DOLLARS and 50/100 Cents (\$463.50) 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 #1001-1280-001-443000-110 Repairs & Maintenance Software]

**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** 

**Toshiba**