

**INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN
WEBB COUNTY AND INSIGHT PUBLIC SECTOR**

WHEREAS at a Webb County Commissioner's Court Meeting held on the 25th day of September, 2017, the Court approved for a 2017-2018 Annual Support Software Contract, 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 INSIGHT, 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 30th, 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 **SEVENTEEN THOUSAND NINE HUNDRED THIRTY THREE DOLLARS AND .76/100 CENTS (\$17,933.76)** 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: _____

Laredo, Texas 7804____
(956) _____
E:Mail; _____

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

_____ (name of company)



Tano Tijerina
Webb County Judge

_____, President (Name/Title)

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

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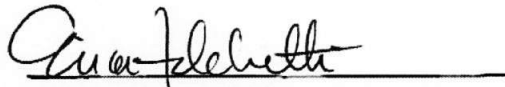
EXECUTED in duplicate originals this ____ day of _____, 2017.

WEBB COUNTY, TEXAS

Insight Public Sector, Inc.



Tano Tijerina
Webb County Judge



Erica Falchetti, Capture Manager

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 25th
day of Sept., 2017 Item # 21 b.

Insight Public Sector
 4820 South Hall Avenue
 Tempe, A 85283



Sales Quote: Q051117J5-600-1Y
 Date: 05/11/17
 Shipping Terms: FOB Origin
 Payment Terms: Net 30
 Sales Quote is valid for 30 days

Account Exec: Christine Ricker
 Phone 512-643-8960
christine.ricker@insight.com



Buyer: Webb County
 Name: Gus Ornelas
 Phone: 956-523-4893
 Email: gornelas@webbcountytx.gov

Associate AE: Jason Sawyer
 Phone: 480-344-7154
 Fax: 480-760-6232
jawyer@insight.com

Baracuda 600 1 Year
 USC Contract 440000444

Part Number	Description	Quantity	Unit Price	Discount	Unit Price	Extended Price
BR5600a	Baracuda Reporting Server 600	1	\$ 19,999.00	22%	\$ 15,599.22	\$ 15,599.22
BR5600a-e1	Baracuda Reporting Server 600 1 Year EU	1	\$ 5,399.00	22%	\$ 4,211.22	\$ 4,211.22
BR5600a-h1	Baracuda Reporting Server 600 1 Year IR	1	\$ 4,399.00	22%	\$ 3,431.22	\$ 3,431.22
			\$ -	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.

\$ 7,642.44

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Associate AE: Jason Sawyer
 Phone: 480-344-7154
 Fax: 480-760-6232
jawyer@insight.com

Baracuda 610 1 Year
 USC Contract 440000444

Part Number	Description	Quantity	Unit Price	Discount	Unit Price	Extended Price
BYF610a	Baracuda Web Security Gateway 610	2	\$ 8,999.00	22%	\$ 7,019.22	\$ 14,038.44
BYF610a-e1	Baracuda Web Security Gateway 610 1 Year EU	2	\$ 2,399.00	22%	\$ 1,871.22	\$ 3,742.44
BYF610a-h1	Baracuda Web Security Gateway 610 1 Year IR	2	\$ 1,999.00	22%	\$ 1,559.22	\$ 3,118.44
BYF610a-c1	ATP	2	\$ 2,199.00	22%	\$ 1,715.22	\$ 3,430.44
			\$ -	0%	\$ -	\$ -
			\$ -	0%	\$ -	\$ -
			\$ -	0%	\$ -	\$ -

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\$ 10,291.32

Commissioners Court Meeting

Meeting Date: 09/25/2017

Insight Baracuda

Submitted for: Cyndi Rodriguez

Submitted By: Cyndi Rodriguez

Department: Information Technology

Subject:

Discussion and possible action to authorize the annual support software contract with Insight Public Sector, Barracuda Support and Webb County. It is a One (1) year contract beginning on October 1, 2017 through September 30, 2018 at a total cost of SEVENTEEN THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS AND 76/100 cents (\$17,933.76) USC Contract 4400006644, 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 & Maint. Software)]**

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: n/a

Funding Source: n/a

Balance: n/a

Financial Impact:

N/A

Attachments

Insight