

**INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN
WEBB COUNTY AND DLT SOLUTIONS**

WHEREAS at a Webb County Commissioner's Court Meeting held on the 23rd day of October, 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 DLT, 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 31st, 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 EIGHT THOUSAND SEVEN DOLLARS AND 61/100 CENTS (\$8,007.61) 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: Sean Clark
DLT Solutions, LLC
241 Dulles Corner Park Suite 800
Herndon, VA 20171
(703) 773-8959
E: Mail; sean.clark@dlt.com

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 and the attached quote incorporate 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

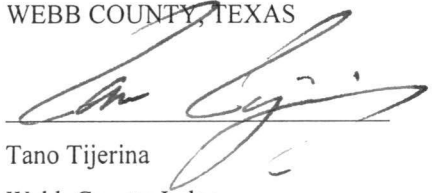
This Agreement maybe executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

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

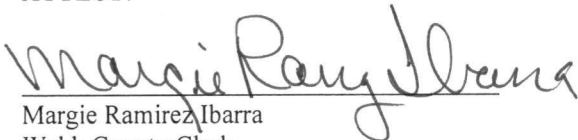


Tano Tijerina
Webb County Judge

DLT Solutions, LLC (name of company)

_____, President (Name/Title)


ATTEST:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Alexandra Colessides
Director, Webb County Civil Legal Division

*By law, this 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 23rd day of October, 2017, Item # 84.

Counterparts

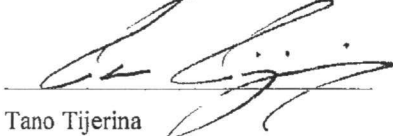
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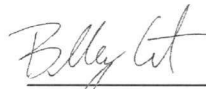
EXECUTED in duplicate originals this 30th day of October, 2017.

WEBB COUNTY, TEXAS



Tano Tijerina
Webb County Judge

DLT Solutions, LLC (name of company)



Brad Gernat/ Manager President (Name/Title)

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Alexandra Colessides
Director, Webb County Civil Legal Division

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Price Quotation

Quote: 4591942
 Reference: 1252394
 Date: 04/12/2017
 Expires: 05/12/2017

To: Gus Ornelas
 Webb County
 1110 Washington ST.
 ST 304
 Laredo, TX 78040

From: Sean Clark
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (956) 523-4893
 Fax:
 Email: gornelas@webbcountytx.gov

Phone: (703) 773-8959
 Fax: (866) 708-7064
 Email: sean.clark@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	9016-13152	17199	GSA IT 70	1	\$1,984.69	\$1,984.69
SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SL2000 - Annual Maintenance Renewal ***Budgetary Renewal Quote -- Pricing is Subject to Change PoP: 10/31/2017 through 10/31/2018						
2	9016-13106	17183	GSA IT 70	1	\$519.33	\$519.33
SolarWinds Network Configuration Manager DL50 (up to 50 nodes) - Annual Maintenance Renewal PoP: 10/31/2017 through 10/31/2018						
3	9016-13121	17194	GSA IT 70	1	\$3,114.31	\$3,114.31
SolarWinds Network Performance Monitor SL2000 (up to 2000 elements) - Annual Maintenance Renewal PoP: 10/31/2017 through 10/31/2018						
4	9016-13113	17205	GSA IT 70	1	\$1,811.30	\$1,811.30
SolarWinds Server & Application Monitor AL700 (up to 700 monitors) - Annual Maintenance Renewal PoP: 10/31/2017 through 10/31/2018						
5	9016-13132	17272	GSA IT 70	1	\$577.98	\$577.98
SolarWinds User Device Tracker UT5000 (up to 5000 ports) - Annual Maintenance Renewal PoP: 10/31/2017 through 10/31/2018						

Total: \$8,007.61