

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

WHEREAS at a Webb County Commissioner's Court Meeting held on the 27th day of November , 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 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 November 29, 2017 and the Independent Contractor Services and/or Professional Services shall be completed and submitted to "COUNTY", on or before ____ (____) 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 TWO THOUSAND ONE HUNDRED FORTY FOUR DOLLARS AND .14/100 CENTS (\$2,144.14) 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: Jason Sawyers
Insight Public Sector
6820 South Hart Avenue
Tempe, A 85283
(480) 366-7154
E:Mail; jsawyer@insight.com

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



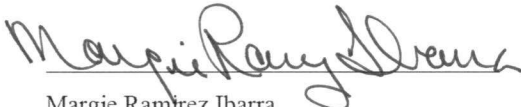
Tanb Tijerina
Webb County Judge

____ Insight Public Sector _____ (name of company)

Jason Sawyers 11/7/17

____ Jason Sawyers _____, Associate Account Exec (Name/Title)

ATTEST:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Alexandra Colessides Solis

Webb County Civil Legal Division Director

*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 27th day of November, 2017. Item no. 10c.

Insight Public Sector
 6820 South Harl Avenue
 Tempe, A 85283

Account Exec: Christine Ricker
 Phone: 512-663-8960
christine.ricker@insight.com

Associate AE: Jason Sawyers
 Phone: 480-366-7154
 Fax: 480-760-6232
jsawyers@insight.com



Syn Apps Endpoint Renewal
 DIR Contract# DIR-TSO-2675



Sales Quote: Q042517JS-EP
 Date: 11/6/2017
 Buyer: Webb County
 Name: Gus Ornelas
 Phone: 956.523.4893
 Email: gornelas@webbcountytx.gov

Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
Annonce-T3-PCS-RWL	1 year of Syn-Apps maintenance:T3 Per Endpoint Active Dates from 11/29/17 - 11/30/18	1001	\$ 2.38	10.00%	\$ 2.14	\$ 2,144.14
			\$ -	0.00%	\$ -	\$ -
			\$ -	0.00%	\$ -	\$ -
			\$ -	0.00%	\$ -	\$ -

Sales Quote is valid for 60 days

TOTAL \$2,144.14

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Insight Public Sector and the Texas Department of Information Resources
 Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#

The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.
 INSIGHT PUBLIC SECTOR SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A "PURCHASE ORDER"). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.