

**AGREEMENT BETWEEN ALENCO COMMUNICATIONS AND WEBB COUNTY FOR THE
PROVISION OF INTERNET AND TELECOMMUNICATION SERVICES
FOR LOS BOTINES FIRE STATION**

This Agreement is made and entered into by and between **Webb County** (hereinafter "WEBB COUNTY") and **ALENCO COMMUNICATIONS, INC.**, a Texas corporation, (hereinafter **PROVIDER**).

For and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the parties do hereby agree as follows:

1. **PREMISES DEFINED:** As used herein, "PREMISES" is defined as the site where the work specified will be performed. Said PREMISES is Webb County Fire Station N.W. No. 3 located in Los Botines, Webb County, Texas.
2. **SERVICES PROVIDED:** PROVIDER agrees to provide Webb County with DSL/Internet services and two (2) telephone lines, each of which will include CallerID Call Waiting and Call Forwarding.
3. **CONTRACT SUM:** In exchange for PROVIDER providing Webb County with said DSL/Internet Service and the aforementioned telephone lines, WEBB COUNTY shall pay to PROVIDER a monthly fee of \$249.95 (TWO HUNDRED, FORTY-NINE DOLLARS AND NINETY-FIVE CENTS) for DSL/Internet service and \$96.30 (NINETY-SIX DOLLARS AND THIRTY CENTS) for telephone service for a total monthly payment of \$346.25 (three hundred, forty-six dollars and twenty five cents) exclusive of taxes and fees. In addition to the monthly payments Webb County shall pay to provider a one-time installation fee of \$48.00 (FORTY-EIGHT DOLLARS AND ZERO CENTS).
4. **REQUEST FOR PAYMENT SUBMISSION:** All request for payments are to be made payable to PROVIDER by dated and signed invoice(s). Said invoice and/or request for payments shall be emailed to apinvoices@webbcountytx.gov. Payment will be mailed to Contractor.
5. **DATE OF COMMENCEMENT/TERM:** June1, 2018
6. **SUCCESSORS AND ASSIGNS:** This Agreement may not be assigned or subcontracted, in full or in part, by Parties without first obtaining written consent of Parties. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors, transferees and assigns.
7. **COMPLIANCE WITH LAWS:** PROVIDER agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including but not limited to those pertaining to safety, and shall obtain all licenses and registrations required in order to fully perform its obligations hereunder, except those acquired by WEBB COUNTY.
8. **SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
9. **GOVERNING LAW:** This agreement shall be governed by and construed and interpreted

in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties agree venue lies exclusively in Webb County.

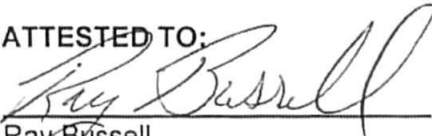
10. **ENTIRE AGREEMENT:** This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between either parties. Any modifications to this Agreement must be in writing signed by the party sought to be bound.

11. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

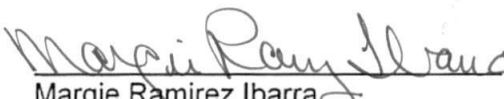
12. **AMENDMENT:** No amendment, modification or alteration of the terms of this agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on this 21 day of May, 2018.

ATTESTED TO:

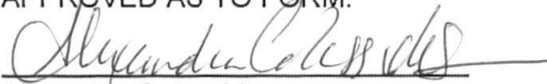

Ray Bussell
Alenco Communications, Inc.


Tano E. Tijerina
Webb County Judge


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Alexandra Colessides
Director, Civil Legal Division

*By law, the Civil Legal Division 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).

Approved by Webb County Commissioners Court on the 24th day of April, 2018, Agenda Item No.