

**SOFTWARE SUPPORT AND LICENSE RENEWAL AGREEMENT BETWEEN  
WEBB COUNTY AND MICRO FOCUS SOFTWARE**

WHEREAS at a Webb County Commissioner's Court Meeting held on the 10<sup>th</sup> day of September, 2018, the Court approved Micro Focus Software, to provide the following services as a Service Provider, 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 Micro Focus Software, hereinafter collectively referred to as "Service Provider", 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, 2018, and the Services shall be completed and submitted to "COUNTY", on or before thirty (30) days after the execution of this agreement and shall terminate upon final completion, review and written acceptance of the "Service Provider" or provided as described herein-below by "COUNTY".

**Services Provided**

It is hereby covenanted and agreed by the parties that the services to be provided to "County" by the "Service Provider" shall incorporate the requirements as set forth in this renewal.

**Compensation**

The County of Webb shall pay the Service Provider for such services the total sum of ONE THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$1,570.00) 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 Service Provider and, whether one or more, under this Agreement, it is mutually understood, and agreed, that Service Provider is, at all times, acting and performing as an independent contractor. Webb County's sole interest is to assure that Service Provider services be performed and rendered in a competent, efficient, and satisfactory manner. The Service Provider hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

**Additional Services and Expenses**

Any and all additional services, parts, costs, fees or expenses, not included in this agreement, shall require both a written request by the Service Provider to the County and prior formal approval by a quorum of the Webb County Commissioner's Court at either a regular, special and/or emergency called meeting of the "County". The County shall not be responsible for and/or shall not compensate the Service Provider for these costs without both a written request and prior approval by the County.

**Terms and Conditions**

The Service Provider certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Service Provider shall advise the County, in writing, of any change in status of the Service Provider which may materially affect the ability of Service Provider 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: Shelly Hall  
Micro Focus Software  
1800 South Novell Place  
Provo, UT 84606  
(800) 870-6079  
E:Mail:

TO: Joe Lopez, III  
Webb County Purchasing Agent  
1110 Washington St.  
Laredo, Texas 78040  
(956) 534-4125  
E:Mail: [joel@webbcountytexas.gov](mailto: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, Service Provider, 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 SERVICE PROVIDER 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**

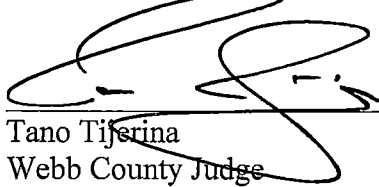
This Agreement maybe executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

**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 10th day of September, 2018.

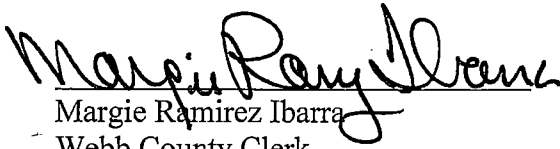
WEBB COUNTY, TEXAS

  
\_\_\_\_\_  
Tano Tiferina  
Webb County Judge

MICRO FOCUS SOFTWARE

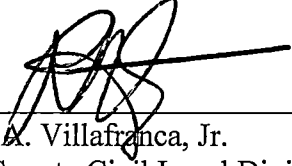
\_\_\_\_\_  
Shelley Hall  
Corporate Secretary

**ATTEST:**

  
\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ramon A. Villafranca, Jr.  
Webb County Civil Legal Division\*

\*By law, the civil legal division 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 10<sup>th</sup> day of September, 2018, Item #7x.

**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**

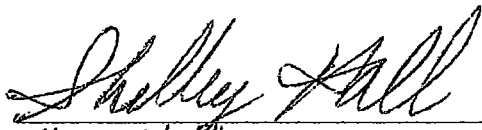
All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

EXECUTED in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2018.

WEBB COUNTY, TEXAS

MICRO FOCUS SOFTWARE INC.

\_\_\_\_\_  
Tano Tijerina  
Webb County Judge

  
\_\_\_\_\_  
Shelley Hall, (Name/Title)  
Corporate Secretary

ATTEST:

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Webb County Civil Legal Division

\*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

# Micro Focus Quote

Quote Number: 1965438

Quote Date: 30-NOV-18

Contract Number:

Sales Program: VLA-DIRECT

**Quote For:**

Company: WEBB COUNTY COUNTY  
AUDITORS OFFICE  
1110 WASHINGTON ST STE 201  
LAREDO, TX 78040-4470, US

Contact: CYNDI RODRIGUEZ  
CYNDI@WEBBCOUNTYTX.GOV

**Micro Focus Contact:**

Sales Rep: Areli Valencia  
Areli.Valencia@microfocus.com

**How to Place an Order:**

If purchasing directly, you will need to purchase from Micro Focus by submitting a purchase order showing Micro Focus Software Inc. as the vendor/supplier and send this quote directly to one of the following:

Email: orders@microfocus.com  
Fax: +1-801-861-6335  
Mail: Micro Focus Software Inc.  
Mail Stop PRV-H-42343  
1800 South Novell Place  
Provo, UT 84606 United States

If purchasing via an authorized Micro Focus reseller, please provide this document to your reseller to ensure order accuracy, and to receive a quote of your final purchase price.

This quote is valid for 30 days from the Quote Date listed above. If a pricing discrepancy should arise, the pricing as published in the current Micro Focus Product Price List and/or NPA will prevail. This quote does not include state and/or local sales tax, if any. The price in this quote is suggested only.

Product Description	Part Number	Start Date	End Date	Unit Price (USD)	Quantity	Extended Price (USD)
NetIQ Security Solutions for iSeries Bundle - Per LPAR Renewal Business Support	6152-MNT-P-US	01-OCT-18	30-SEP-19	1,564.50	1	1,564.50
<b>Total (USD):</b>						<b>1,564.50</b>

**NOTES:**

Maintenance renewals received after the start date of the service may be subject to a 20% reinstatement fee.

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

2018 DEC 12 AM 8:26

WEBB COUNTY, TEXAS

BY     *W*     DEPUTY