

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

WHEREAS at a Webb County Commissioner's Court Meeting held on the 24th day of September, 2018, the Court approved and 2018-2019 Hardware Maintenance and to provide the following services as an Independent Contractor and/or as a Professional. **Varied Network and Monitoring Hardware Warranty/Support.**

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 Public Sector**, 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 1, 2018, and the Independent Contractor Services and/or Professional Services shall be completed and submitted to "COUNTY", on or before (30) days after the execution of this agreement and shall terminate upon final completion, review and written acceptance of the Independent Contractor and/or Professional services provided as described herein-below by "COUNTY".

Compensation

The County of Webb shall pay the Independent Contractor and/or Professional for such services the total sum of **NINETEEN** THOUSAND **EIGHT** HUNDRED AND **SIXTY NINE** DOLLARS AND .25/100 CENTS (**\$19,869.25**) for the above described services, which shall be paid in accordance with the terms and conditions set forth in Request for Proposal (RFP 2018-**NA**) 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.

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 Independent Contractor and/or Professional 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 Independent Contractor and/or the Professional for these costs without both a written request and prior approval by the County.

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 Harl Ave
Tempe, AZ 85283
(512) 663-8960
E:Mail; jason.sawyers@insight.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 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

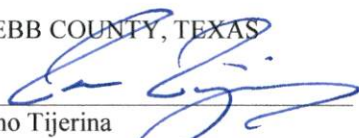
This Agreement may be executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

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 24th day of September, 2018.

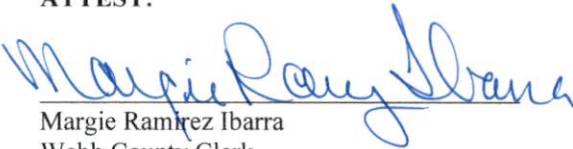
WEBB COUNTY, TEXAS


Tano Tijerina
Webb County Judge

Insight Public Sector

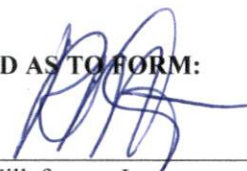
_____, President (Name/Title)

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Ramon A. Villafranca, Jr.
Attorney, 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).

Passed and approved by the Webb County Commissioners Court on September 24, 2018; item no. 8p.

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EXECUTED in duplicate originals this ____ day of _____, 2018.

WEBB COUNTY, TEXAS

Insight Public Sector, Inc.

Tano Tijerina
Webb County Judge



Erica Falchetti, Capture Manager

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

SMARTNET

Insight - Cisco SMARTnet Quote

Public Sector - DIR - TSO-4167

Customer Name: Webb County Texas

Quote Date: 28-Aug-2018



1-Year Quote Summary				
CO-TERM: 30-Nov-2019				
QUOTE	SERVICE LEVEL	REFERENCE CONTRACT	CLIENT PRICE	
221129215	CON-ECMU-1	94234749	\$	0.00
	CON-SNT-1	Various	\$	2,645.97
	CON-SNTP-1	94234749	\$	17,223.28
CLIENT COST SUBTOTAL			\$	19,869.25

Account Executive: Christine Ricker
SMARTnet Sales Specialist: Cynthia Yturralde
QS: CD

Please Note: This quote is valid for 30 days. Subject to sales tax and freight charges where applicable.

TERMS OF SALE. THIS QUOTE IS SUBJECT TO INSIGHTS TERMS AND CONDITIONS OF SALE SET FORTH ONLINE AT http://www.insight.com/en_US/help/terms-of-sale-products.html (Terms of Sale - Products), AS WELL AS THE TERMS SET FORTH IN THIS QUOTE. Cisco SMARTnet services are third-party branded services (SMARTnet Services). SMARTnet Services are not performed by Insight and therefore classified by Insight as Product and subject to Insights Terms of Sale Products. In the event of a conflict between the Terms of Sale - Products and any terms of sale on Ciscos website, Insights Terms of Sale Products shall govern the purchase of SMARTnet Services herein.

SERVICE DESCRIPTIONS. The SMARTnet Services being purchased under this quote are further described under Technical Support Services in the Service Descriptions found on Ciscos website at www.cisco.com/go/servicesdescriptions/. Such Service Description is incorporated into and made part of this Agreement. SMARTnet Services are subject to the availability limitations and other terms and conditions set forth in the Service Descriptions.

TERMS OF USE. Clients use of SMARTnet Services is further subject to the following documents, and other applicable documents as required by Cisco, set forth in Ciscos Service Descriptions: (a) End User Obligations; (b) Glossary of Terms; (c) Severity and Escalation Guidelines; and (d) List of Services Not Covered.

This quote is subject to Insight's Terms of Sale - Products set forth online at:
http://www.insight.com/en_US/help/terms-of-sale-products.html