

**WILLIAMSON COUNTY, TEXAS AGREEMENT
FOR TOWING MANAGEMENT AND LOGISTIC SERVICES
WITH
AUTORETURN US, LLC**

THE STATE OF TEXAS	§	
	§	
WILLIAMSON COUNTY, TEXAS	§	KNOW ALL BY THESE PRESENT:

That this Agreement for Towing and Impound Services (referred to herein as the "Agreement") is made and entered to be effective as of the date of the last party's execution below, by and between Williamson County, Texas, a political subdivision of the State of Texas, acting herein by and through its governing body, whose offices are located at 710 Main St., Georgetown, Texas 78626 (referred to herein as "County"), and AutoReturn US, LLC, whose address is 9440 W. Sahara Avenue, Suite 215, Las Vegas, Nevada 89117 (referred to herein as "AutoReturn"). This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, County has issued 22RFP80 – RFP Wrecker Management and Dispatch System ("RFP") and County has selected AutoReturn as the most advantageous to the County and now desires to enter into an agreement for exclusive towing management and logistic services for all County-initiated tows and impound services (Tow Management Services); and

WHEREAS, AutoReturn desires to be the exclusive provider of Tow Management Services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein, the parties mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** shall mean this mutually binding legal contract between County and AutoReturn whereby AutoReturn is obligated to provide specified services and perform specified obligations, and County is obligated to perform specified obligations.

B. **County** shall mean Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Services** means work performed by AutoReturn to comply with promised delivery dates, specifications and technical assistance specified herein.

2.01 EFFECTIVE DATE, DURATION, AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement is for thirty-sixty (36) months from the effective date hereof. After the initial thirty-six months, the parties may renew this agreement for two (2) additional one-year terms upon a written addendum for each renewal period.

C. County reserves the right to terminate this Agreement as set forth in Section 11.01.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The services which are the subject matter of this Agreement are attached hereto and incorporated herein as follows: 1) EXHIBIT "A": 22RFP80 – RFP Wrecker Management and Dispatch System; 2) EXHIBIT "B": AutoReturn Proposal Response to RFP; and 3) this Agreement, together comprise the Contract Documents.

In the event a dispute arises between terms and conditions of: 1) this Agreement; (2) Williamson County Request for Proposal #22RFP80; and (3) AutoReturn's Response to Williamson County Request for Proposal #22RFP80, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of Williamson County Request for Proposal #22RFP80; (2) AutoReturn's Response to Williamson County Request for Proposal #22RFP80; and (3) this Agreement.

4.01 SCOPE OF WORK

AutoReturn shall satisfactorily complete all services described in the Contract Documents.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

5.01 COMPENSATION

AutoReturn shall manage on behalf of the County through its proprietary software ("ARIES/DISPATCH" as described in Exhibit "B") all County-initiated tows. In consideration for its services, for the duration of this Agreement, AutoReturn shall have the right to collect an Administration Fee from all County-initiated tows. Tow companies dispatched by AutoReturn to complete a tow on behalf of the County, shall charge the customer an Administration Fee in the amount of Twenty-Five and No/100 Dollars (\$25.00) in addition to the towing charges. Twenty-Two and No/100 Dollars (\$22.00) of this Administration Fees shall be paid to AutoReturn from the towing companies on a monthly basis. No payments shall be made from the County to AutoReturn and the County shall not receive any money from AutoReturn.

All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Agreement. Prior to commencement of each anniversary date, the AGENCY will make all reasonable efforts to make a price adjustment based on the increase in the Consumer Price Index in place exactly ninety (90) days prior to each anniversary date compared to the Consumer Price Index exactly ninety (90) days prior to the effective date of the Agreement.

For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-US-All Items, Not Seasonally Adjusted (CPI -U), as published by the United States Department of Labor, Bureau of Labor Statistics. In the event where the CPI is a negative value, at no time will the County adjust below current pricing.

6.01 GRATUITIES AND BRIBES

County may, by written notice to AutoReturn, cancel this Agreement without liability to AutoReturn if it is determined to County that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by AutoReturn or its agents or representatives with respect to the performance of this Agreement. In addition, AutoReturn may be subject to penalties stated in Title 8 of the Texas Penal Code.

7.01 COUNTY'S REPRESENTATIVE

County hereby designates the following representative authorized to act in its behalf with regard to this Agreement.

Sheriff or designee

508 S. Rock St.

Georgetown, TX

78626

8.01 INSURANCE

AutoReturn shall meet all of the County's Insurance Requirements as set forth in the RFP (Exhibit A).

9.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

10.01 DEFAULT

If AutoReturn abandons or defaults under this Agreement and is a cause of County purchasing the specified services elsewhere, AutoReturn agrees that it will not be considered in the advertisement of the services and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

AutoReturn shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

11.01 TERMINATION AND SUSPENSION

A. County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon One Hundred Twenty (120) days' written notice to AutoReturn.

B. In the event of any default by AutoReturn, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to AutoReturn.

C. AutoReturn has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by County, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event County terminates under subsections (A) or (B) of this section, the following shall apply: Upon County's delivery of the referenced notice to AutoReturn, AutoReturn shall discontinue all services in connection with the performance of this Agreement.

12.01 INDEMNIFICATION

AutoReturn shall defend (at the option of County), indemnify, and hold County, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of AutoReturn, or AutoReturn's agents, employees or subcontractors, in the performance of AutoReturn's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of County or AutoReturn (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

13.01 COMPLIANCE WITH LAWS, COUNTY REGULATIONS AND POLICIES

A. AutoReturn, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the County Regulations and Policies of Williamson, County, Texas, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of AutoReturn verifies AutoReturn does not boycott Israel and will not boycott Israel during the term of this Agreement.

14.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

15.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to AutoReturn:

AutoReturn US, LLC
9440 W. Sahara Avenue, Suite 215
Las Vegas, Nevada 89117

Notice to County:

Williamson County
Attn: County Judge
710 Main St.
Georgetown, TX 78626

With Copies to:

Williamson County Sheriff
508 S. Rock St.
Georgetown, TX 78626

16.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

17.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between AutoReturn and the County. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the County Council.

18.01 DISPUTE RESOLUTION

County and AutoReturn hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

19.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a

provision which is of the essence of this Agreement be determined void.

20.01 MISCELLANEOUS PROVISIONS

Standard of Care. AutoReturn represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. AutoReturn understands and agrees that time is of the essence and that any failure of AutoReturn to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. AutoReturn shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to County due to AutoReturn's failure to perform in these circumstances, County may pursue any remedy available without waiver of any of County's additional legal rights or remedies.

Force Majeure. Neither County nor AutoReturn shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.


Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

Confidentiality. The parties recognize and understand that County is subject to the Texas Public Information Act and its duties run in accordance therewith.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

WILLIAMSON COUNTY, TEXAS

By: 
By: Bill Gravell (Jun 2, 2022 10:03 CDT)
Printed Name: Bill Gravell, Jr.
Title: County Judge
Date Signed:

FOR COUNTY, ATTEST:

By: 
By: Andrea L. Schiele (Jun 2, 2022 10:23 CDT)
Printed Name: Andrea Schiele
Title: Chief of Staff
Date Signed:

AUTORETURN US, LLC

By: 
By: Raymond Krouse (May 19, 2022 15:16 EDT)
Printed Name: Raymond Krouse
Title:
Date Signed: May 19, 2022