

AGREEMENT FOR JUSTICE COLLECTIONS AND COMPLIANCE

This Agreement for Justice Collections and Compliance ("Agreement") is executed to be effective the 1st day of _____, 2008, by and between Williamson County, a political subdivision of the State of Texas ("County") and I-Plow, a Texas general partnership ("Company").

RECITALS:

A. Company is in the business of providing a comprehensive "Fees, Fines and Court Costs" collections solution that includes but is not limited to: business process assessment and consulting, multi-user software development and report generation, legacy system data conversion, configuration, installation, user training and support to governmental entities for the collection of fees, fines and court costs due to the office of the Justice of the Peace, Precinct One of Williamson County, Texas ("JP#1").

B. County desires to engage Company for the purpose of significantly increasing County revenues in the collection of fees, fines and court costs.

NOW, THEREFORE, for and in consideration of the mutual covenants, obligation, benefits, and agreements herein contained, the County and Company do hereby agree as follows:

1. Term

(a) The County or Company may terminate this Agreement at any time, with or without cause, on ninety (90) days prior written notice of termination. Upon the termination of this Agreement, Company shall provide County data in a tab delimited format to facilitate system conversion or process abandonment. Upon the system conversion, County will abandon and destroy all Company assets.

(b) This Agreement shall renew on a year-to-year basis unless otherwise terminated as set forth herein. This Agreement shall not be extended if Company is in default of any term or provision of this Agreement.

2. Compensation: The services provided by Company to County shall be for the total sum of Three Thousand Six Hundred Dollars (\$3,600) per year. County shall pay Company for its services in two separate installments of One Thousand Eight Hundred Dollars (\$1,800) each, with the first installment being due within thirty (30) days of the effective date of this Agreement and the second installment being due one hundred eighty (180) days following the effective date of this Agreement. Company

further offers County its services for a sum not greater than Three Thousand Six Hundred Dollars (\$3,600) on an annual basis for each additional term. For each additional term, County shall also pay Company for its services in two separate installments of One Thousand Eight Hundred Dollars (\$1,800) each, with the first installment being due on each anniversary of this Agreement and the second installment being due one hundred eighty (180) days thereafter.

(a) This service contract includes five (5) concurrent user licenses. Additional licenses may be purchased for \$300 each.

3. Duties of Company: Throughout the term Company shall provide the County with:

- a. Company shall provide to JP#1 a client-server software configuration.
- b. Company is responsible for assessing and consulting with JP#1 in reference to the justice collections and compliance process subject matter experts to identify minimum County requirements.
- c. Company is responsible for the collections process being fully operational per County minimum requirements within thirty (30) days of the effective date of this Agreement.
- d. Company is responsible for justice collections and compliance software configuration and installation.
- e. Company is responsible for training all County staff exposed to the justice collections and compliance software.
- f. Company is responsible for supporting all technical issues associated with the justice collections and compliance software other than connectivity and desk-top issues.
- g. Company shall work in good faith, with County and/or designated representatives, to resolve justice collections and compliance software performance issues within a 24-hour time frame at no additional cost to customer.
- h. Company acknowledges that all data is County property and shall take all reasonable precautions to safeguard this asset. Company will send County a back-up copy of the system on CD or DVD no less than every quarter for disaster recovery purposes. Company will treat all data received as confidential and will release data to a third party only as instructed in writing by County.

4. Duties of County: Throughout the term, the County shall:

- a. Provide a stable computer/technical environment that adequately supports the current and projected justice collections and compliance caseload of JP#1.
- b. Provide reasonable pre/post implementation access, at no Company expense, to any and all justice collections and compliance process internal and external resources including equipment, points of contact and subject matter experts.
- c. Provide justice collections and compliance data in a machine-readable format for Company-hosted database.
- d. Maintain current Windows based operating systems on County computers, which will access the Company-hosted database. Note that Company's justice collections and compliance software will behave on Microsoft Windows2000 or later. Older versions are functional, but require additional Microsoft Licensing.
- e. Define a unique justice collections and compliance software logon ID and password for each user authorized by County to access the justice collections and compliance database. County shall identify the role (guest, cashier, collector, supervisor, etc.) for each logon ID to assign justice collections and compliance software access privileges.
- f. Acknowledge the process risk associated with Company's offer which includes a computer software rapid application development (RAD) component.
- g. Acknowledge that County remains the custodian of record for all collections-related information. Data transmitted to Company will not include social security numbers or other personal data subject to the provisions of the Privacy Act.
- h. Acknowledge that the provision of Company's justice collections and compliance solution is exclusively for County benefit and utilization.
- i. Acknowledge that County may be dependent on internal and/or external technical resources. Company also acknowledges that it does not have any authority to incur any expense on behalf of County for any cause whatsoever and vice versa.

5. Technical Environment: Company's client-server configuration consists of thin-client personal computer access to a Microsoft JET (Access) database residing on a Company owned terminal server. County PCs access the terminal server via Windows Remote Desktop Connection. This connection is dependant upon Internet access being available at each PC and access to a local printer. Data communications between County and Company require static IP addresses.

6. Indemnification: COMPANY COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY, THE COURTS, JUDICIAL OFFICERS, ITS EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES FROM ANY AND ALL CLAIMS, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH COMPANY'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF COMPANY IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT.

7. **Governing Law and Forum:** This Agreement and its interpretation and any disputes relating thereto, arising out of or connected with this Agreement, shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. Any dispute relating to, arising out of, or connected with this Agreement shall be filed and maintained in Williamson County, Texas. For purposes of this Agreement, venue shall be in Williamson County, Texas.

8. **Amendments:** This Agreement may be amended only in writing, with such written instrument being approved and executed by Company and County. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

9. **Notices:** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile and confirmed by first-class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

To County:

Name: Honorable Dain Johnson
Title: Justice of the Peace, Williamson County Precinct One
Address: 211 Commerce Blvd, Bld-B, Ste 106
Round Rock, Texas 78664-2175
Telephone: (512) 248-3220
Facsimile: (512) 248-3227

With a Copy to:

Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

To Company:

Name: Mark Odom
Title: Partner
Address: 3463 Magic Drive, Suite T20, San Antonio, Texas 78229
Telephone: (210) 582-5862

The parties may change the address where or the individual to whom notice is to be given by providing written notice of such change pursuant to this section. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the County and Company.

10. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion of 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 in good faith attempt to reform this Agreement to replace any stricken provision with a valid provision.

11. Extent of Agreement: This Agreement represents the entire Agreement between County and Company and supersedes all prior negotiations, representations or agreements, whether written or oral.

12. Survival: The provisions of this Agreement which expressly or impliedly contemplate or require performance after the termination or expiration of operations hereunder shall survive such expiration or termination.

13. Representations: Company represents that it and its employees, agents, representatives and subcontractors are fully competent and qualified to perform all services required to be performed under this Agreement. Company further represents that it is experienced in this type of service and that all services to be performed hereunder shall be of the highest professional quality.

14. Assignment of Rights and Delegation of Duties: Due to the unique nature of the program, the parties agree that Company may not assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the

County, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such consent shall be null and void. Notwithstanding the foregoing, a merger, recapitalization, consolidation, acquisition, reorganization, or similar action by Company shall not be considered an assignment of rights or delegation of duties.

15. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and Company. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. Nothing contained in this Agreement shall give rise to or allow any claim or right of action whatsoever by any person or entity, other than the County or Company, and any such person or entity receiving any benefit from this Agreement shall be deemed an incidental beneficiary only.

16. Force Majeure: If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

17. Equal Opportunity in Employment: The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. Compliance with Laws: Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting

the performance of this Agreement, including, without limitation salary and wage statutes and regulations, licensing laws and regulations.

19. Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

20. No Waiver of Immunities: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21. County's Right to Audit: Company agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that County shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Company reasonable advance notice of intended audits.

22. Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Company understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

23. Sole Source: Company acknowledges and agrees that this Agreement will not prohibit or preclude the County and/or any of its related offices from obtaining the same type of services described hereunder from a separate source while this Agreement is in effect.

23. Approval, Authority and Certification: The parties represent that they have the legal power and have taken the requisite action to enter into this Agreement. The parties executing this Agreement certify by their signatures that they have the legal power, right and actual authority to bind their respective organizations to the terms and conditions of this Agreement and all related instruments and that any resolutions necessary to create such authority have Williamson duly passed and are now in full force and effect.

24. Headings: Headings and titles of sections of this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement for any other purpose and will not affect in any way the meaning or interpretation of this Agreement.

EXECUTED this the _____ day of _____, 2008

WILLIAMSON COUNTY, TEXAS, a
political subdivision of the State of
Texas

By:  _____

Dan A. Gattis,
Williamson County Judge

Date: _____

Approved as to Form:

By: _____

Hal C. Hawes,
Assistant Williamson
County Attorney

By: _____

James Gilger, CPA,
Williamson County Contract
Management Auditor

I-PLOW

By: _____
Mark Odom, Partner

Date: _____

By: _____
Walter Simpson, Partner

Date: _____