

**AGREEMENT FOR GOVERNMENT COLLECTIONS AND COMPLIANCE
SERVICES INCLUDING THE PROVISION OF PROPRIETARY SOFTWARE
FOR**

WILLIAMSON COUNTY JUSTICE OF THE PEACE, PRECINCT ONE

This Agreement ("Agreement") is executed by and between Williamson County, a political subdivision of the State of Texas (the "County"), and I-PLOW.COM, LLC, a company organized and existing under the laws of the State of Texas ("Company").

RECITALS:

- A. Company is in the business of providing local, state and federal governmental entities with comprehensive government collections and compliance services which includes, but is not limited to: best practices, business process assessment, consulting, software, software configuration, unlimited (standard and ad hoc/custom) reports, legacy system data conversion, perpetual data imports, perpetual data exports, user training, and user support to ensure that all reasonable efforts are exhausted to collect fees, fines, court costs, restitution, and other owed monies.**
- B. County desires to engage Company for the purpose of improving internal government collection efforts and increasing defendant and/or other debtor compliance, as these pertain to the Williamson County Justice of the Peace, Precinct One ("JP#1").**

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:

I. TERM

- a. This Agreement shall commence effective as of the date of the last party's execution below and shall continue thereafter for one (1) year unless terminated sooner by either party pursuant to section II.**
- b. Following the initial term above, this Agreement shall automatically renew for one (1) year terms until terminated by either party pursuant to section II.**

- c. This Agreement shall not be extended if Company is in default of any term or condition of this Agreement.

II. TERMINATION

- a. The County or Company may terminate this Agreement at any time, with or without cause by providing the other party with written notice ninety (90) days prior.
- b. Upon termination of this Agreement, Company shall provide County data in a tab-delimited format to facilitate system conversion or process abandonment.
- c. Upon termination of this Agreement, County shall return or destroy all Company assets per Company's written direction.

III. COMPENSATION

- a. County agrees to pay Company the total sum of Five Thousand Six Hundred Fifty Dollars (\$5,650) per year for Company's provision of government collections and compliance services including proprietary software. County shall pay Company for its services in two separate installments of Two Thousand Eight Hundred Twenty Five Dollars (\$2,825.00) 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 Five Thousand Six Hundred Fifty Dollars (\$5,650) 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 Two Thousand Eight Hundred Twenty Five Dollars (\$2,825.00) 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.
- b. County acknowledges that Company will provide ten (10) concurrent user licenses for accessing Company's proprietary government collections and compliance software.
- c. County acknowledges that Company offers additional concurrent user

licenses at a prorated additional annual expense of Three Hundred dollars (\$300.00) per license per year and prorated against the remaining term of this Agreement.

- d. County acknowledges that Company may offer supplemental, direct services a la carte from Company for additional fees and/or expenses per the terms and conditions of Section VIII.
- e. County acknowledges that Company may offer supplemental, indirect services a la carte from Company and/or Company's strategic partners for additional fees and/or expenses per the terms and conditions of Section VIII.
- f. County acknowledges that Company shall not increase expected compensation for prior government collections and compliance services and proprietary software for the life of this Agreement.
- g. County acknowledges that Company offers significant compensation discounts for multiple implementations within the same government entity but not under the authority of the County.

IV. DUTIES OF COMPANY

Throughout the term of this Agreement, Company shall:

- a. Acknowledge that all County data residing within Company's technical environment is always under the explicit care, control, custody and direction of the County; and
- b. Acknowledge that Company does not have any authority to incur any additional expense on behalf of County without prior written authorization; and
- c. Identify a single point of contact for pre-implementation project management; and
- d. Provide JP#1 with perpetual government collections and compliance business process assessments; and
- e. Provide JP#1 with perpetual government collections and compliance consulting; and
- f. Provide JP#1 with government collections and compliance software; and
- g. Provide JP#1 with perpetual government collections and compliance software configuration; and

- h. Provide JP#1 with standard collections and compliance reports; and
- i. Provide JP#1 with unlimited ad hoc/custom collection and compliance reports; and
- j. Provide JP#1 with legacy system data conversion; and
- k. Provide JP#1 with perpetual data imports; and
- l. Provide JP#1 with perpetual data exports; and
- m. Provide JP#1 with unlimited user training; and
- n. Provide JP#1 with unlimited user support; and
- o. Provide JP#1 with a fully functional test environment.

V. DUTIES OF COUNTY

Throughout the term of this Agreement, County shall:

- a. Acknowledge that provision of Company's government collections and compliance services, including proprietary software, is exclusively for County benefit; and
- b. Acknowledge that County does not have any authority to incur any expense on behalf of Company without prior written authorization; and
- c. Acknowledge the business process risk associated with Company's unique rapid application development (RAD) philosophy facilitating the provision of daily and real-time software updates to resolve misbehavior and/or expose new features and functionality; and
- d. Identify a single point-of-contact for pre/post-implementation project management; and
- e. Provide a stable desktop and/or mobile technical environment, including reliable Internet connectivity, enabling authorized users to access County's data managed within Company's technical environment.

VI. 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.

VII. 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.

VIII. AMENDMENTS

This Agreement may be amended only in writing, with such written instrument being approved and executed by County and Company. 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.

IX. NOTICES

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if made in writing to the responsible party identified below and delivered by either by mail or electronically. If delivery method is by mail, delivery confirmation is required to ensure receipt.

Regardless of the delivery method, 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: Dan A. Gattis (or successor)

Title: Williamson County Judge

Address: 710 S. Main St., Ste. 101, Georgetown, Texas 78626

Telephone: (512) 943-1550

Copy to:

Name: Honorable Dain Johnson
Title: Justice of the Peace, Precinct One
Address: 1801 E. Old Settlers Blvd., Ste. 100, Round Rock, Texas 78664
Telephone: (512) 244-8618

To Company:

Name: Mark W. Odom
Title: Co-CEO and Chief Operating Officer
Address: 3463 Magic Dr., Suite T-7, San Antonio, Texas 78229
Telephone: (210) 582-5803

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.

X. 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.

XI. 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.

XII. 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.

XIII. 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 quality.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

EXECUTED to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis
County Judge

Date: 02-15-2017

I-PLOW

By: 

Mary Johnson, Member

Date: 1/25/17