

STATE OF TEXAS
COUNTY OF WEBB

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**SOFTWARE SERVICE AGREEMENT FOR THE ENFORCEMENT OF THE
COUNTY TAX ASSESSOR-COLLECTOR'S SCOFFLAW PROGRAM**

THIS CONTRACT is made and entered into by and between the **COUNTY OF WEBB**, acting herein by and through its governing body, hereinafter styled **COUNTY**, and **SCOFFLAW CENTRALIZED COLLECTIONS,LLC**, hereinafter styled **VENDOR**. This **CONTRACT** creates a vendor-client relationship between **COUNTY** and **VENDOR**.

I.

COUNTY agrees to employ and does hereby employ **VENDOR** to provide specific Scofflaw Collections Software and services for the enforcement of collection of delinquent court fees and fines from violation of traffic law. In addition, **VENDOR** will also provide quarterly reports to the **COUNTY** of such collections performed by and through the **VENDOR'S** Scofflaw Collections Software. The **VENDOR'S** Software will function by and through the County Tax Assessor-Collector's Scofflaw Vehicle Registration Denial Program. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

COUNTY agrees to refer all records involving a fine, fee, or a tax that is 90 or more days past due, by electronic or magnetic medium, to **VENDOR** for software database update. Furthermore, the **COUNTY** shall in the same format, refer to **VENDOR** all records that have been paid or resolved and that are no longer outstanding, in order for **VENDOR** to remove cleared records from Scofflaw Collections Software.

III.

The **VENDOR** shall install and maintain Scofflaw Collections Software in the County Tax Assessor-Collector's Office. The **VENDOR** will perform periodic uploads of all outstanding records referred to by the **COUNTY** in the Scofflaw Collections Software. Through the **VENDOR'S** Scofflaw Collections Software, the County Tax Assessor-Collector's staff, will be able to identify if an owner of a vehicle who is attempting to renew registration, has an outstanding fine, fee, or tax, thus denying vehicle registration and refer customer to corresponding entity to resolve outstanding matter. Furthermore, **VENDOR** hereby acknowledges that all records and data provided by the **COUNTY**, is considered confidential and shall not be shared with or sold to any third parties not specified in this contract.

IV.

The VENDOR shall indemnify and hold COUNTY harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of the VENDOR'S performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of COUNTY, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the COUNTY and VENDOR, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

The COUNTY will not incur any cost from VENDOR for installation of software and service, nor will there be any monthly or annual software maintenance fees. Installation and maintenance of VENDOR'S software will be provided at no cost upon COUNTY'S agreement to pay to VENDOR a \$10.00 fee per record cleared through VENDOR'S Scofflaw Collections Software. The COUNTY shall make said payment of funds expressed on this contract on a monthly basis by check or wire transfer to VENDOR no later than 15 days from receipt of VENDOR'S invoice. There will be a non-refundable performance deposit of \$3,000.00 payable to VENDOR upon execution of this agreement. This performance deposit constitutes as an upfront payment for the first 300 records cleared through the VENDOR's software. Any software upgrades requested by COUNTY will be negotiated separately between COUNTY and VENDOR.

VI.

The initial term of this contract is two (2) years, beginning on the date that this contract is signed, and shall thereafter continue on a month-to month basis. COUNTY reserves the option to extend the initial term of the contract for two additional two-year periods, with the contract thereafter continuing on a month-to-month basis. Either party may, without cause, terminate the contract after its initial term by giving the other party thirty (30) days written notice of its intent to terminate.

VII.

For purposes of sending notice under the terms of this contract, all notices from COUNTY shall be sent to VENDOR by United States mail, or delivered by hand or by courier, and addressed as follows:

Scofflaw Centralized Collections
P.O. Box 3383
Brownsville, TX 78523

VIII.

This contract is made and to be interpreted under the laws of the State of Texas. In the event that any provision(s) of this contract shall for any reason be held illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and shall further be construed as if the illegal, invalid or unenforceable provision(s) had ever been part of this contract.

IX.

In consideration of the terms and compensation herein stated, the VENDOR hereby accepts said employment and undertakes performance of said contract as set-forth above.

This contract is executed on behalf of the COUNTY by the presiding officer of its governing body who is authorized to execute this instrument by order hereto passed and duly recorded in its minutes.

IN WITNESS the signatures of all parties hereto this _____ day of _____, 2015.

Tano E. Tijerina
County Judge
Webb County, Texas

Patricia A. Barrera
Tax Assessor-Collector
Webb County, Texas

Antonio Menchaca,
Operations Director
Scofflaw Centralized Collections, LLC

Attested By:

Margie Ramirez Ibarra
County Clerk
Webb County, Texas