

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of September, 2016.

BETWEEN:

Webb County, Texas 1000 Houston Street, 3rd Floor, Laredo, Texas 78040
(the "COUNTY")

- AND -

Scofflaw Centralized Collections, LLC of PO BOX 3383, Brownsville, Texas 78523
(the "VENDOR").

BACKGROUND:

- A. The COUNTY is of the opinion that the VENDOR has the necessary qualifications, experience and abilities to provide services to the COUNTY.
- B. The VENDOR is agreeable to providing such services to the COUNTY on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the COUNTY and the VENDOR (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The COUNTY hereby agrees to engage the VENDOR to provide the COUNTY with services (the "Services") consisting of:
 - o To provide Ten (10) Android Tablets with AT&T service along with Ten (10) Magnetic Stripe Card Readers to Webb County Tax Assessor Collector to be used at Five (5) HEB Subcontractor Locations for a Two (2) year period. Tablets are solely to be used for the Scofflaw Program purpose of swiping customers Texas Driver's License in order to approve or deny their motor vehicle renewal registration at the following locations:

Border/Southwest 00255 LAR03-San Dario/Calton	4801 San Dario	Laredo 78041 956/725-3061
Border/Southwest 00186 LAR05-Saunders/Arkansas	2310 Saunders	Laredo 78041 956/724-1128
Border/Southwest 00586 LAR06-Zapata HWY/Zacatecas	2314 South Zapata Hwy	Laredo 78043 956/795-0207
Border/Southwest 00449 LAR07-McPherson/Del Mar	7811 McPherson Rd	Laredo 78043 956/712-2459
Border/Southwest 00095 LAR08-McPherson/Loop 20	1911 East Bob Bullock	Laredo 78041 956/765-5000

2. The Services will also include the development of a custom Software Application built to meet specific standards as required by HEB Stores. This Application will be installed in each of the tablets provided and will interface with the COUNTY’s Scofflaw Collections Web Based Software, already provided by VENDOR. The VENDOR hereby agrees to provide such Services to the COUNTY.

3. The Android Tablets will have the manufacturer’s limited warranty of One (1) year Parts and Labor. Limited Warranty on Tablets is voided for the following reasons:
 - Defects or damages resulting from use of product in other than its normal manner.
 - Defects of damages from abnormal use and/or conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, connections, and repairs, misuse, neglect, abuse, accident, alteration, improper installation, theft, and/or other acts which are not the fault of manufacturer or VENDOR, including damage caused by shipping, blown fuses, spills of food or liquid.
 - Tablets which have had the serial number removed or made illegible.

4. In effort to maintain limited warranty on Tablets, COUNTY will preserve Tablets in safe storage away from liquids, food, and any other items that may harm device.

5. If insurance is requested by COUNTY, VENDOR offer’s insurance through AT&T for an additional \$7.99 per month per tablet (\$79.99 extra monthly).

Tablet Insurance Requested

Insurance of \$79.99 as an additional cost to monthly payment of \$285.00 per month. Total monthly compensation payment for Tablets is \$364.99.

Accept Decline
(Circle one)

COUNTY: _____ VENDOR: _____

Term of Agreement

6. The term of this Agreement (the "Term") will begin on September 20, 2016 and will remain in full force and effect until September 19, 2018, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties. At end date of this Agreement, COUNTY and VENDOR may exercise an Option to Extend this Agreement for an additional two (2) years or Renew this Agreement on a month to month basis.
7. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

10. For the services rendered by the VENDOR as required by this Agreement, the COUNTY will provide compensation (the "Compensation") to the VENDOR of \$285.00 per month or \$364.99 (only if COUNTY selects insurance option).
11. A Non-Refundable Deposit of \$510.00 will be payable upfront to VENDOR by the COUNTY at signing.
12. Monthly Payments are due every first (1st) of each month, with a five (5) day grace period.

Reimbursement of Expenses

13. The VENDOR will be reimbursed from time to time for reasonable and necessary expenses incurred by the VENDOR in connection with providing the Services under this Agreement.

14. All expenses must be pre-approved by the COUNTY.

Penalties for Late Payment

15. Any late payments will trigger a fee of 10% per month on the amount still owing.

Confidentiality

16. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the COUNTY which would reasonably be considered to be proprietary to the COUNTY including, but not limited to, accounting records, business processes, and COUNTY records and that is not generally known in the industry of the COUNTY and where the release of that Confidential Information could reasonably be expected to cause harm to the COUNTY.

17. The VENDOR agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the VENDOR has obtained, except as authorized by the COUNTY or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

18. All written and oral information and material disclosed or provided by the COUNTY to the VENDOR under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the VENDOR.

Ownership of Intellectual Property

19. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the VENDOR. The COUNTY is granted a non-exclusive limited-use license of this Intellectual Property.

20. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the VENDOR.

Return of Property

21. Upon the expiration or termination of this Agreement, if non-renewal, the VENDOR will return to the COUNTY any documentation, records, or Confidential Information which is the property of the COUNTY. COUNTY will have the option to keep Tablets upon payment of a hardware

equipment fee of \$475.00 in order to off-set actual cost of tablets. If COUNTY decides to keep Tablets, VENDOR will disable, uninstall and remove any and all Applications, Software, and Programs. Any Accessories (such as bags, cases, sleeves, styluses, keyboards, Bluetooth devices, mounts, stands, and magnetic stripe card readers) installed, provided, and/or attached to each Tablet by VENDOR must be returned to VENDOR.

Capacity/Independent VENDOR

22. In providing the Services under this Agreement it is expressly agreed that the VENDOR is acting as an independent VENDOR and not as an employee. The VENDOR and the COUNTY acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for the Ten (10) Tablets to perform required Scofflaw Program tasks at Five (5) HEB Subcontractor Locations.

Notice

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a. Webb County Tax Assessor-Collector
PO BOX 420128
Laredo, Texas, 78040-8128
sgamez@webbcountytexas.gov
 - b. Scofflaw Centralized Collections, LLC
PO BOX 3383
Brownsville, Texas, 78523

or to such other address as any Party may from time to time notify the other.

Indemnification

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors,

stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement. To the extent of the legality or any liability that may arise from the use of the tablets by the personnel or staff of any third part sub-contractor of the COUNTY, such as HEB Stores, the COUNTY agrees that responsibility lies within the COUNTY and will indemnify and hold VENDOR harmless for any issue arising from said use of equipment.

Dispute Resolution

25. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
26. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Texas. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Texas.

Modification of Agreement

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

28. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

29. The VENDOR will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the COUNTY.

Entire Agreement

30. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Inurement

31. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

34. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by 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.

Severability

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

36. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

WEBB COUNTY, TEXAS

Tano E. Tijerina
County Judge
Webb County, Texas

Antonio Menchaca
Operations Director
Scofflaw Centralized Collections, LLC

Attested By:

APPROVED AS TO FORM:

Margie Ramirez Ibarra
County Clerk
Webb County, Texas

Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's 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).**