AGENDA ITEM
CA34

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 6/24/2026

Meeting Date: 7/13/2026

Submitted By: Hon. Dean Sullivan

Department: District Clerk

Signature of Elected Official/Department Head:

Dean A Sullivan

Court Decision:
This section to be completed by County Judge's Office

Johnson County
APPROVED
Commissioners Court

7.13.2026

Description:
Cancellation of District Clerk's Office I-PLOW service contract.

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☐ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☑ IT ☑ Purchasing ☑ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

Lance Anderson
Purchasing Agent
landerson@johnsoncountytx.org

06/12/2026

I-Plow
100 E. Corsicana St,
Ste. 208
Athens, Texas 75751

Subject: **Notice of Contract Cancellation**

I-Plow,

Johnson County is hereby providing formal notice of its intent to **terminate and discontinue** all services for our District Clerk Office with I-Plow at the conclusion of the current contract term.

Per the terms of the agreement, this letter serves as written notification that Johnson County will not renew the service agreement upon its expiration on **September 30, 2026**.

Notice is being issued at this time in order to comply with the notice requirements outlined in the contract.

We hereby request the continuation of service until September 30th and retention & delivery of all Johnson County data prior to the discontinuation of services as provided by the contract.
Please coordinate the data delivery directly with the District Clerk's Office.

Contacts:
mgarren@johnsoncountytx.org
wfkeeton@johnsoncountytx.org
Phone: 817-556-6839

We appreciate the services provided during the term of our agreement.
Please kindly confirm receipt and acknowledgement.

Regards,

Lance Anderson
Purchasing Agent
Johnson County

AGREEMENT FOR FEES, FINES AND COURT COSTS COLLECTIONS

This Agreement is executed by and between the Johnson County, Texas, a political subdivision of the State of Texas (the "County") and I-Plow, a company organized and existing under the laws of the State of Texas ("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 County.

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) This Agreement shall commence effective December 12, 2011 and shall continue unless terminated by either party pursuant to section 1(b).

(b) 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. Upon the termination of this Agreement, Company shall reimburse County a pro rata share of the total sum paid to Company for the year term based upon the number of months remaining on the term of the Agreement.

(c) This Agreement is a one year term with automatic renewal. This Agreement shall not be extended if Company is in default of any term or provision of this Agreement.

(d) Prior to the effective date, Company offers its services at no charge to County.

2. Compensation: The services provided by Company to County shall be for the total sum of Five Thousand Six Hundred Fifty Dollars ($5,650) per year. County shall pay Company for its services within thirty (30) days of 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.

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

a. Company shall provide to County a client-server software configuration to support ten (10) concurrent users. Additional licenses may be purchased at a cost of $300 each.

b. Company is responsible for assessing and consulting with County in reference to the fees, fines and court costs collections 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 fees, fines and court costs collection software configuration and installation.

e. Company is responsible for training all Clerk staff exposed to the fees, fines and court costs collections software.

f. Company is responsible for supporting all technical issues associated with the fees, fines and court costs collections software other than connectivity and desk-top issues.

g. Company shall work in good faith, with County and/or designated representatives, to resolve fees, fines and court costs collections 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 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 fees, fines and court costs collections caseload.

b. Provide reasonable pre/post implementation access, at no Company expense, to any and all fees, fines and court costs collections process internal and external resources including equipment, points of contact and subject matter experts.

c. Provide fees, fines and court costs collections 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 fees, fines and court costs collections software will behave on Microsoft Windows2000 or later. Older versions are functional, but require additional Microsoft Licensing.

e. Define a unique fees, fines and court costs collections software logon ID and password for each user authorized by County to access the fees, fines and court costs collection database. County shall identify the role (guest, cashier, collector, supervisor, etc.) for each logon ID to assign fees, fines and court costs collections 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 fees, fines and court costs collections 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 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 at each PC and access to a local printer.

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 Johnson County, Texas. For purposes of this Agreement, venue shall be in Johnson County, Texas.

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

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: David R. Lloyd
Title: District Clerk
Address: 204 S. Buffalo Ste 206
Cleburne, TX 76033
Telephone:
Facsimile:

To Company:

Name: Walt Simpson
Title: Partner
Address: 8000 IH10 West, Suite 600
San Antonio Texas 78230
Telephone: (210) 524-7779

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 it 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. 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 been duly passed and are now in full force and effect.

17. 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 12th day of Dec., 2011, to be effective as of 12-12-11.

Johnson County, TEXAS

By: _____
County Judge

Date: 12-12-11

I-PLOW

By: _____
Partner

Date: 11/17/11