

COLLECTION CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS CONTRACT ("Contract") is made and entered into by FORT BEND COUNTY TOLL ROAD AUTHORITY AND FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY (hereafter collectively "TRA") and the law firm of LINEBARGER GOGGAN BLAIR & SAMPSON, LLP (hereafter "Linebarger").

RECITALS

WHEREAS, pursuant to Chapter 431 of the Texas Transportation Code, the Commissioners Court of Fort Bend County created and organized the FORT BEND COUNTY TOLL ROAD AUTHORITY ("FBCTRA") AND FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY ("FBGPTRA") to provide county roads and highways and other transportation related projects;

WHEREAS, the original contract with the Prime Vendor, Xerox Credit Solutions has been cancelled resulting in the lapse of the collections contract between TRA and Linebarger, and that Linebarger has substantial experience in the collection of fees and costs due and owing to TRA, and remains duly qualified under all applicable federal and state laws, rules and regulations to provide these collection services for TRA;

WHEREAS, TRA is contracting with Linebarger for the continued collection of fines, costs and fees owed for the use of toll road projects and previously assigned to Linebarger;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, agreements and benefits to all parties, it is agreed as follows:

COLLECTION OF FINES, COSTS & FEES OWED TO TRA

Section 1 Engagement of the Linebarger

TRA agrees to employ Linebarger, subject to the supervision of its General Counsel, to represent TRA, by providing all collection services that are reasonable, necessary, and appropriate to the collection of all fines, costs and fees as authorized by Chapter 284 of the Texas Transportation Code related to the operation of TRA.

Section 2 Scope of Services

During the term of the Contract, including all extensions thereof, Linebarger agrees to provide all collection services as may be mutually agreed to by TRA and Linebarger, including, but not limited to the following:

- (a) An enforcement and collection effort that includes mailed notices, telephone calls, and skip-tracing services;
- (b) The delivery of current defendant/debtor location information to a county department or third party selected by the TRA, as appropriate;
- (c) Such other collection actions as may be agreed from time to time by the Firm and TRA;
- (d) This contract does not include services related to administrative hearings under Chapter 284 Transportation Code; and

Section 3 Obligations of TRA

The TRA agrees to perform the following:

- (a) Refer fines, costs and fees by medium in a mutually agreed format;
- (b) Provide copies of, or access to, the information necessary to collect the fines, fees, and costs that are the subject of this Contract; and
- (c) Pay the Firm as specified in Section 7 of the Contract.

Section 4 Coordination of Services and Procedures

Throughout the term of the Contract, Linebarger shall use its best efforts and shall employ all reasonable and legal means necessary and appropriate to the collection of fines, costs and fees for TRA.

Section 5 Software

All software systems used by the Firm to perform its collection services shall remain the property of the Firm and any use by TRA shall be deemed a license only for the time that the Contract is in effect.

Section 6 Information/Data Control

TRA owns and shall retain control over all of its records, including the information collected and supplied by the Firm in the process of keeping records up to date. The Firm will protect all records and information owned by the TRA against unlawful exposure to third parties throughout the term of the Contract and thereafter for so long as such information remains confidential. The Firm shall not make any attempt to obtain information from the TRA that is not reasonably necessary to the performance of the Firm's obligations under the Contract. All files related to collections performed under the Contract, whether maintained by the TRA or the Firm, are the property of the TRA. The Firm shall provide access to these files to the TRA Attorney. At the termination of the Contract, the Firm shall return all data relating to these accounts in a commercially reasonable medium so as to facilitate the continued collection of the accounts by the TRA or another third party selected by the TRA for that purpose.

Section 7 Firm's Compensation

TRA agrees to compensate Linebarger for all services and other considerations provided by the Firm under the Contract as follows:

- (a) Collection fees collected by Linebarger and billed to the TRA per a monthly invoice billed to Fort Bend County. Payments made to Linebarger will be from amounts actually collected on delinquent violations already referred to Linebarger; and
- (b) Linebarger will transfer all tolls actually collected to the TRA.

Linebarger agrees that TRA's obligations under the Contract are limited to the amounts recovered under the Contract. Linebarger further agrees that there will be a pro rata distribution of amounts collected if the amounts collected on an account are less than the amounts owed.

Section 8 County Auditor

The County Auditor shall have the right to audit all transactions arising out of this Contract.

Section 9 Contract Term

The term of this Contract shall begin upon the execution of said Contract and Linebarger and shall end on October 1, 2017, or as further agreed.

Section 10 Termination

- (a) TRA may terminate the Contract at any time by giving the Firm thirty (30) days written notice.
- (b) If the Contract is terminated prior to the expiration of the term of this Contract, Linebarger shall use its best efforts and due diligence to make an orderly transition of all services back to the TRA. All data records, correspondence, legal documents, and other records and data of any kind that relate to the collections efforts under this Contract will be turned over to TRA, free of cost.

Section 11 INDEMNITY

THE FIRM AGREES TO, AND HEREAFTER SHALL, INDEMNIFY AND DEFEND THE TRA AGAINST, AND SHALL PROTECT AND HOLD THE TRA HARMLESS FROM, ANY AND ALL CLAIMS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES ACTION AND CAUSES OF ACTION OF EVERY KIND, CROSS-ACTIONS, THIRD-PARTY ACTIONS, ACTIONS IN INTERVENTION, ACTION FOR CONTRIBUTION AND INDEMNITY, JUDGEMENTS, ADMINISTRATIVE ORDERS, COSTS EXPENSES DISBURSEMENTS OR REQUIREMENTS OF ANY KIND OR ANY NATURE WHATSOEVER WHICH HAVE BEEN OR MAY EVER BE ASSERTED BY ANY PERSON WITH RESPECT TO ANY NEGLIGENT OR WRONGFUL ACT OF THE FIRM ARISING OUT OF OR PERTAINING TO THIS CONTRACT, OR ANY ACTION TAKEN OR PARTIES, THEIR OFFICIALS, DEPUTIES, AND OR THEIR EMPLOYEES.

OMITTED BY THE FIRM UNDER OR PURSUANT TO THIS CONTRACT OR ITS DUTIES AND OBLIGATIONS UNDER THIS CONTRACT. ALL OF THE FIRM'S OBLIGATIONS, PURSUANT TO THIS SECTION 11, SHALL EXTEND TO AND INCLUDE AND PROTECT, TRA AND EVERY OFFICIAL, DEPUTY, AND EMPLOYEE OF THE TRA ("THE INDEMNIFIED PARTIES") EVEN IF THE FIRM'S OBLIGATIONS RISE IN PART DUE TO THE NEGLIGENCE OF ONE OR MORE OF THE INDEMNIFIED PARTIES, BUT ONLY ON A COMPARABLE FAULT BASIS.

(b) A copy of all notices to the TRA shall be concurrently served on, and all other correspondence with the TRA shall be directed to:

Fort Bend Grand Parkway Toll Road Authority
c/o Muller Law Group
16555 Southwest Freeway, Suite 200
Sugarland, TX 77478-2789
Telephone: 281-500-6050

(c) Notices may be delivered in person, facsimile (in either case with originals to be contemporaneously mailed to the addresses), sent by first class or express mail (postage prepaid) or by an overnight courier (such as Federal Express or UPS) to the recipient at its address hereinafter set forth or, as to any such recipient, at such other address as may be designated by same in a notice to the other party in the manner provided in this Contract.

Section 12 Insurance

The Firm shall procure, pay for and maintain during the term of this Contract a policy of lawyer's professional liability insurance including errors and omissions with a minimum limit of \$1,000,000.00 per occurrence, and the Firm shall produce current copies of such policies from time to time upon request made by the TRA. The Firm shall also name the TRA as a "named insured" on the Firm's: (i) \$2,000,000 blanket "employee and firm" dishonesty bond or policy; (ii) \$2,000,000 aggregate coverage, \$1,000,000 coverage per occurrence, general liability policy; and (iii) excess liability policy (umbrella form) with \$3,000,000 of aggregate coverage. The Firm shall provide the TRA Attorney with copies of such policies, or other reasonable evidence acceptable to the TRA Attorney that such policies are in place with the TRA as a "named insured" and with each insurance company's agreement that policies so issued shall not be terminated without 30 days of prior written notice to the TRA Attorney, and the Firm shall keep such policies in such amounts or in such other amounts or may be approved by the TRA, in full force and effect throughout the term of this contract.

Section 13 Governing Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Fort Bend County, Texas.

Section 14 Headings

Headings, captions and other designations used in this Contract are only for convenience and reference and in no way, define the scope and content of this Contract, or in any way affect its provisions.

Section 15 Number; Gender of Words

Whenever the singular number is used herein, it includes the plural wherever appropriate, and words of any gender include other genders where appropriate.

Section 16 Assignment; Sub-Contracting

This Contract provides for personal and/or professional service and the Firm shall not assign this Contract or any portion thereof without the prior written consent of the TRA. In performing services under this Contract, the Firm acts and is an independent contractor and no provisions of this Contract shall be construed as making the Firm the agent servant, or employee of the County. Without implication that this Contract may be transferred and assigned other than herein provided, rights and privileges, terms, and conditions, and duties and obligations created in this Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 17 Severable Provisions

In the event any provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, all its other provisions and all portions thereof, shall be valid and enforceable to the fullest extent permitted by law.

Section 18 Entireties

This instrument, with all attachments hereto, contains the entire agreement between the parties hereto with respect to the rights herein granted and the obligations herein assumed. No agreement shall be effective to add, change, amend, modify, waive or discharge this Contract in whole or in part, unless such agreement is in writing and signed by the parties hereto.

Section 19 Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

Section 20 No Third Party Beneficiaries

Except as herein specifically provided, no rights, privileges or immunities of any party shall inure to the benefit of any other third party; neither shall any third party be deemed to be a third party beneficiary of any of the provisions contained herein.

Section 21 Further Assurances

Each party shall execute all further documents and instruments required from time to time to assure the other party of its full rights intended to be established and conveyed in this Contract.

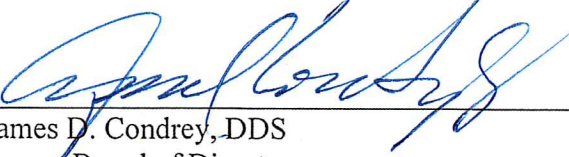
Section 22 No Waiver

No delay or omission by any of the parties in exercising any right or power accruing upon non-compliance or failure of performance by any other party under the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver, by any party of any covenant, condition, provision, or performance under this Contract, shall not be construed to be a waiver of any succeeding breach thereof, or any other covenant, condition, provision or performance of this Contract.

[EXECUTION PAGE FOLLOWS]

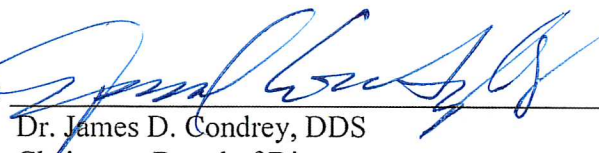
IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed to be an original.

FORT BEND COUNTY TOLL ROAD AUTHORITY:

By: 
Dr. James D. Condrey, DDS
Chairman, Board of Directors

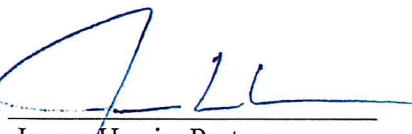
Date: 5/17/17

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY:

By: 
Dr. James D. Condrey, DDS
Chairman, Board of Directors

Date: 5/17/17

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP:

By: 
James Harris, Partner

Date: 5/17/17

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____
AGENDA ITEM NO.: _____

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2017-209458

Date Filed:
05/18/2017

Date Acknowledged:
5/18/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Linebarger Goggan Blair and Sampson, LLP
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend Grand Parkway Toll Road Authority

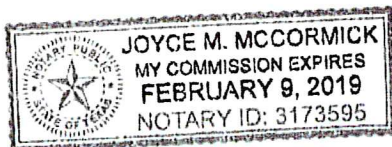
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

LGBS-FBGPTRA-201705
Collection of Delinquent Tolls

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said James Harris, this the 18th day of May, 2017, to certify which, witness my hand and seal of office.

Joyce M. McCormick
Signature of officer administering oath

Joyce M. McCormick
Printed name of officer administering oath

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-209456

Date Filed:
05/18/2017

Date Acknowledged:
5/18/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Linebarger Goggan Blair and Sampson, LLP
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

LGBS-FBCTRA-201705
Collection of Delinquent Tolls

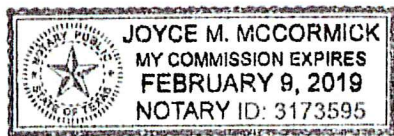
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Harris, this the 18th day of May, 2017, to certify which, witness my hand and seal of office.

Joyce M. McCormick
Signature of officer administering oath

Joyce M. McCormick
Printed name of officer administering oath

Notary
Title of officer administering oath