

**COOPERATIVE ENDEAVOR USE AGREEMENT
FOR GPS TRACKING AND MONITORING SERVICES**

This COOPERATIVE ENDEAVOR USE AGREEMENT (this "Agreement") is entered into by and between **SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION**, a Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, hereinafter referred to as "SCPDC" or "Licensor" and **Hays County**, a Political Subdivision in the of the State of Texas, domiciled in Hays County Texas, hereinafter referred to as "Licensee", and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

- (a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, license during the term of this Agreement to use the Licensor's Software and its application, through Internet access. Licensor shall provide Licensee's user accounts for access to a web portal in order that Licensee may track GPS devices configured for Licensee's user account.
- (b) The tracking services and associated costs are identified in Attachment A to this agreement.

In order that Licensee may properly use the service proposed, Licensee must use Licensor approved GPS hardware, the cost of its installation to be paid by Licensee.

USE OF THE SERVICES IS AT LICENSEE'S OWN RISK. LICENSEE AND ITS AUTHORIZED USERS OF THE GRANTED LICENSE ARE NOT TO ATTEMPT TO USE THE SERVICES OR INPUT OR UPLOAD INFORMATION OR IMAGES WHILE IN MOTION OR WHILE OPERATING A MOTOR VEHICLE. USING THE SERVICES WHILE IN MOTION OR WHILE OPERATING A MOTOR VEHICLE COULD RESULT IN DEATH, SERIOUS INJURY, OR PROPERTY DAMAGE. LICENSEE EXPRESSLY ASSUMES ALL RESPONSIBILITY AND RISK ASSOCIATED WITH ANY USE OF THE SERVICES.

1. Effective Date

The effective date of Agreement is the date said agreement is signed by both parties, (the "Effective Date") and will continue until terminated as set forth herein.

2. Modifications

SCPDC reserves the right, at any time, to modify or improve the Content or Services of the Licensor's Software by making those modification available in the Application or Services. Modifications will be effective immediately upon posting in the Application.

Each Account and the user identification and password for each Account (the "Account ID") is personal in nature. Each Account is for Licensee's use and each Account ID may be used only by approved Licensee personnel. Licensee may not distribute or transfer Licensee's Account or Account ID or provide a third party with the right to access Licensee's Account or Account ID. Licensee is solely responsible for all use of the Service and Application through Licensee's Account. Licensee will ensure the security and confidentiality of its Account ID and will notify SCPDC immediately if any Account ID is lost, stolen or otherwise compromised. Licensee's is fully responsible for all liabilities and damages incurred through the use of Licensee's Account or under any Account ID (whether lawful or unlawful) and that any transactions completed through any Account or under any Account ID will be deemed to have been lawfully completed by Licensee. In connection with establishing an Account, Licensee will be asked to submit certain information about itself ("Registration Information"). Licensee agrees that: (1) all Registration Information provide will be true and complete; and (2) Licensee will maintain and promptly update its Registration Information to keep it accurate and current.

3.1. To the Platform.

Subject to Licensee's compliance with this Agreement, Licensor will permit Licensee's access and use the Application and Services provided for in this agreement, solely for lawful purposes and only in accordance with the terms of this Agreement.

3.2. To the Application.

Except as expressly set forth in this Agreement, Licensee is granted no licenses or other rights in or to the Application or any IPR (as defined below) therein or related thereto. Licensee agrees not to use, modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit or utilize the Application other than as expressly permitted in this Agreement or any other agreement Licensee is required to agree to before being given access to the Application. By accessing the Services provided pursuant to the terms of this agreement, Licensee represents that: (a) it is the authorized account holder; or (b) has the authorized account holder's permission to access the authorized account.

3.3. To Content.

All Application content is owned by SCPDC and its licensors and providers. Subject to Licensee's compliance with this Agreement, Licensee may access the Application and services solely for noncommercial purposes in connection with Licensee's own use of the Application and Services. Licensee will not, and will not permit any third party to: (a) use, copy, alter, modify, reproduce, or create derivative works of any application content; (b) distribute, transmit, broadcast, sell, resell, republish, post, display, lend, loan, lease, license, sublicense or transfer any Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Content. Certain Content may include or be based on data, information or content from independent third party providers ("Third Party Content"). SCPDC will not be responsible for any erroneous Third Party Content provided through the application or services.

4. Licensee's Submissions.

Licensee is solely responsible for all data, information, and other content that Licensee may provide or generate through Licensee's use of the Platform or Services (collectively, Licensee's "Submissions"). As between Licensee and SCPDC, Licensee retains ownership of its Submissions.

5. Term.

The term of this agreement shall be for a period of one (1) years from the date which the first GPS unit is installed and activated. This agreement shall automatically renew for successive one year terms unless Licensee provides written notice to Licensor no later than 45 days before the termination date of the then current term of this agreement.

6. GPS Units And Service Accounts.

For every GPS unit provided to Licensee ready for installation, Licensor shall create a separate Service Account unique to each GPS unit. A Monitoring Service Fee ("MSF") of \$30.00 per month shall be charged to Licensee for every Service Account/GPS unit provided for installation to Licensee during the initial term of this agreement.

7. Minimum Subscription And Delivery Of GPS Units.

A. Upon the signing of this CEA, Licensee subscribes to a minimum of 7 Service Accounts/GPS units for the term of this agreement. In the event that Licensee desires more Service Accounts/GPS units than the minimum number of Service Accounts/GPS Units, the MSF shall remain \$30.00 per month during the initial term of this agreement.

C. Within 60 days of written request by the Licensee Licensor shall deliver to Licensee requested number of GPS units ready for installation and monitoring/tracking.

8. Payment For Monitoring Services And Initial Calculation of Service Fee.

A. Payment for monitoring services shall be made at the first of each month to South Central Planning and Development Commission.

B. The calculation of payments shall be made on a per GPS unit which is ready for monitoring pursuant to the terms of this Agreement. The monthly Monitoring Service fee shall begin to accrue upon delivery of SIMS cards to be used in the reprogramming of Licensee's GPS units by Licensor or the delivery by Licensor to Licensee of the GPS units ready for installation.

9. Type Of GPS Unit.

SCPDC shall use and provide for installation the Cal Amp model GPS unit(s) or any other GPS unit which may be compatible with Licensor's .

10. Purchase, Installation and Ownership of GPS Units and SIMS Cards.

A. South Central Planning and Development Commission shall purchase the necessary GPS units required to fulfill the GPS monitoring services required pursuant to the terms of this agreement.

B. The coordination and cost of installation of the GPS units shall be the sole responsibility of Licensee.

C. Ownership of the GPS units and SIMS cards delivered by Licensor to Licensee shall remain with SCPDC.

D. Upon the termination of this Agreement, Licensor may request that Licensee, at its sole cost and expense, shall be responsible for the removal of all GPS devices and associated property owned by Licensor. Said request must be made within 30 days of the termination of this Agreement. Licensee shall have a reasonable amount of time under the circumstances to accomplish the requirements of this paragraph.

11. Repair and Maintenance of Damaged or Destroyed GPS Units and Property

A. Licensee shall be responsible for the cost of a GPS unit which must be replaced because of damage through no fault of Licensee or any of its employees, agents, directors, officers or other party for which Licensee may be liable. In the event that Licensee or any of its employees, agents, directors, officers or other party for which Licensee may be liable, damages a GPS unit or other property of Licensor or causes said property to become inoperable, through either negligence or intentional acts or omissions, then Licensee shall be responsible for either replacing the damaged unit or paying Licensor an amount equal to the replacement cost of said damaged property. Notwithstanding warranty provided by device manufacturer.

12. Notice. In the event that any Notice is required pursuant to the terms of this agreement, such notice shall be mailed to the following individuals and addresses:

South Central Planning and Development
Commission

Hays County

Mr. Kevin P. Belanger, CEO
South Central Planning and Development Commission
P.O. Box 1870
Gray, Louisiana 70359

13. Suspension.

SCPDC may suspend Licensee's access to its Account and the Services contracted with or without notice to Licensee, upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct reasonably deemed by SCPDC to be inappropriate or detrimental to the Application or Services otherwise provided, SCPDC, or any other SCPDC customer or user.

14. Platform Technology.

The Application, content, results of Services, and the databases, software, hardware and other technology used by or on behalf of SCPDC to operate the Application and Services, and the

structure, organization, and underlying data, information and software code thereof (collectively, the “Technology”), constitute valuable trade secrets of SCPDC. Licensee will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Licensee’s rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; or (9) interfere with the operation or hosting of the Technology.

15. Ownership.

SCPDC retains all right, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology and any additions, improvements, updates and modifications thereto. Licensee shall receive no ownership interest in or to the Technology and Licensee is not granted any right or license to use the Technology itself, apart from Licensee’s right to access the Platform, Content and Services under this Agreement. The SCPDC name, logo and all product and service names associated with the Platform, Content and Services are trademarks of SCPDC and its licensors and providers and Licensee is granted no right or license to Licensee to use them. For purposes of this Agreement, “IPR” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

16. Warranties and Disclaimer.

Each party hereby represents and warrants that: (1) it has the legal right and authority to enter into this Agreement; (2) this Agreement forms a binding legal obligation on behalf of such party; and (3) it has the legal right and authority to perform its obligations under this Agreement and to grant the rights and licenses described in this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE APPLICATION, CONTENT AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND SCPDC AND ITS LICENSORS AND PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCPDC, ITS EMPLOYEES, PROVIDERS OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

17. Limitation on Liability.

SCPDC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT

(INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE USE OF THE PLATFORM, CONTENT OR SERVICES, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF SUBMISSIONS, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. SCPDC'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT. LICENSEE AGREES THAT SCPDC WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, SCPDC'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Data Privacy.

Any information provided by Licensee to Licensor shall remain confidential at all times.

19. Governing Law.

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Louisiana.

20. General.

Unless otherwise amended as provided herein, this Agreement will exclusively govern Licensee's access to and use of the Platform, Content and Services, and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Licensee's access to and use of the Platform, Content and Services. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. Neither this Agreement nor any rights or obligations of You hereunder may be assigned or transferred by Licensee (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of SCPDC. Any assignment in violation of the foregoing will be null and void. SCPDC may assign this Agreement to any party that assumes SCPDC's obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. The Platform, Content or Services may contain links to third-party sites that are not under the control of SCPDC. SCPDC is not responsible for any content on any linked site and You access any third-party site from the Platform, Content or Services at Licensee's own risk. SCPDC may reference Licensee as a user of the Platform.

ACCEPTED BY:
Hays County

Bert Cobb

Bert Cobb, M.D., Hays County Judge

Date: 7-30-2013

Liz Simpson

Witness



Date: 7/30/13

South Central Planning and Development Commission,
Through its agent, CAPCOG

Betty Voights

By: Betty Voights, Executive Director

Date: 7-16-13

Frank Jones

Witness

Date: 7/16/13

Attachment A

Charge	Amount
Monthly Service Fee per GPS device	\$30.00 Per Month
SIM Setup Fee	0.00
Device Activation Fee	0.00
Hardware Purchase Cost	Provided South Central Planning and Development Commission.
Hardware Installation Cost	Provided by Jurisdiction.

Features Provided in each Service Account:

From gps.mygovernmentonline.org a service account will have access to the traditional GPS tracking interface. From here a user can do the following:

- View fleet or selected vehicles in real time on Map.
- Ability to Jurisdictions own compatible Base Maps.
- View bread crumb history of vehicle for any time range of when the vehicle was tracked.
- Manually plot custom locations to help with research if a vehicle did cross a particular address.
- Out of the box reports on historical data that provide:
 - o Plot all stops made by vehicle/driver by day.
 - o Report by vehicle/driver that shows detail start / stop information by day. Total moving time, miles traveled, time spent stopped, location stopped.
 - o Work day summary that shows the first time the vehicle is started and last time it is stopped for the day. Provides total time operated and total miles driven. Used to help create a time sheet automatically.

For customer already subscribed to MyPermitNow or MyProjectNow they will also gain the following functionality:

- Automatic geofence integration with MyProjectNow and MyPermitNow. Every workorder address is automatically geofenced. A report built into the work order can be opened at any time to show when a GPS device arrived and left the job site with summary information of how long they were there. This is a huge time saver in historical research.