

COUNTY OF FORT BEND

**AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM
(RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF
STATE OF TEXAS AUTOMATION EQUIPMENT**

THIS AMENDMENT is made between the "State" and the "County" pursuant to Texas Transportation Code, Section 520.0093, for the purposes of providing the County of Fort Bend, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions in the County's Agreement for the Use of State of Texas Automation Equipment ("County Agreement") dated April 1, 2017, including but not limited to: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies.

In addition to the provisions of the original County Agreement, TxDMV's responsibility for equipment installed at non-county tax assessor-collector sites; i.e., privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the County Agreement remains effective.

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the County Agreement. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court, and after signature by the County Judge, or a designee when supported by a certified copy of the Commissioner's Court Order or Resolution which must be attached, and co-signature by the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

* * *

The County of Fort Bend Texas will lease 5 additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Site Name	New (N) or Existing (E) Site	Site Address	Number of Items
Sienna Annex	N	5855 Sienna Springs Way Missouri City, TX 77459	5

County Judge _____ Date _____

County

Jeremiah Kuntz, Director _____ Date _____
Vehicle Titles and Registration

EXHIBIT "A" To Amendment One State of Texas, County of Fort Bend

1. If a county desires additional RTS information resources, i.e., workstations or peripheral equipment, beyond what is allocated by the state, the equipment and support may be leased at county expense from the state. Counties should contact their supporting Vehicle Titles and Registration Division Regional Center for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement."
2. Submitting a signed amendment form to Jeremiah Kuntz, Director, Vehicle Titles and Registration Division, will constitute the county's formal request to lease RTS workstations and will signify that the county tax assessor-collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be \$1,500 per year unless the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of \$2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the state fiscal year that remains. Thereafter, billing will occur annually during the first month of the state's fiscal year (September).
5. The county may request the state remove the equipment at any time, and it will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the state or until the county requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	County Site	Quantity	Individual Item Cost	Total Annual Cost
1.	Workstation, Basic ¹		5	\$1,500.00	7,500.00
2.	Printer Laser, HP (high capacity)			\$1,100.00	
3.	Additional Printer			\$ 250.00	
4.	New Site Cost (one time fee)			\$2,500.00	
				Annual Leasing Fee	7,500.00

¹ The Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary), in a normal environment.

STATE OF TEXAS *

COUNTY OF TRAVIS *

AGREEMENT FOR THE USE OF STATE
OF TEXAS AUTOMATION EQUIPMENT

THIS AGREEMENT, is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Fort Bend, Texas, acting by and through its duly authorized officials, hereinafter called the "County".

W I T N E S S E T H

WHEREAS, the State is statutorily responsible for administering motor vehicle titles and registration pursuant to Texas Civil Statutes, Articles 6675a-1 et seq and 6687-1; and

WHEREAS, the County Tax-Assessor Collector acts as agent for the State in the processing of motor vehicle titles and registration; and

WHEREAS, the State has designed and will furnish an automated system for the uniform registration and titling of motor vehicles, hereinafter identified as the automated registration and title system (RTS); and

WHEREAS, automation equipment is necessary for the processing of motor vehicle titles and registration; and

WHEREAS, the State and the County desire that automation equipment procured by the State, hereinafter identified as the "Equipment", be installed and operated at location(s) under the jurisdiction of the County; and

WHEREAS, associated policies and procedures for the County use of the Equipment are codified in Title 43, Texas Administrative Code (TAC), Section 17.53 - 17.55; and

WHEREAS, the State will furnish the Equipment to the County provided the County agrees to adhere to and comply with those policies and procedures and the requirements established in this Agreement; and

WHEREAS, on the 25TH day of APRIL, 1995, the Fort Bend County Commissioners Court Order or Resolution No. _____, attached hereto and identified as "EXHIBIT A", authorizing the County's execution of this Agreement; and

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. AGREEMENT TERMS

This Agreement shall become effective on the date of final execution by the State and shall terminate when all Equipment is removed from the County office(s) unless sooner terminated pursuant to Section 16 of this Agreement.

2. EQUIPMENT

The Equipment to be furnished by the State to the County is listed in "Exhibit B", attached hereto and made a part of this Agreement. The State retains full and complete title in the Equipment and nothing in this Agreement shall grant to the County, its officers or employees ownership in the Equipment.

3. EQUIPMENT PROCUREMENT

The State shall purchase all hardware and software that it determines is initially needed to support the RTS in approved County tax office locations.

The State shall purchase all telecommunications cable initially needed to attach the approved County tax office locations to the RTS telecommunications network.

The State shall purchase all telephone lines and equipment initially needed to attach the approved County tax office locations to the RTS network.

4. ADDITIONAL WORKSTATIONS

If a County desires additional workstations (in addition to the Equipment allocated by the State) for the initial implementation of RTS, they may be procured at County expense through the State. The cost of each additional workstation at a site previously designated by the county for initial RTS implementation is listed on the attached schedule (EXHIBIT C, Item 1.).

The cost of the first additional workstation for a County site not previously designated by the County for initial RTS implementation is listed on the attached schedule (EXHIBIT C, Item 2). After the purchase of the first additional workstation for a new county site, the cost of any other workstations for the site is listed on the attached schedule (EXHIBIT C, Item 2.).

There will be an ongoing annual cost to the County for installation, maintenance support, RTS software and network charges for each additional workstation purchased by the County and added to the RTS system. The associated costs for the equipment or services are listed on the attached schedule (EXHIBIT C, Item 3.).

Workstations purchased by the County are the property of the County. However, the loading of any software other than the RTS application or software expressly approved by the State on any workstation used for RTS may cause system problems or workstation processing failure. Service costs incurred for problems resulting from such software being loaded on the workstations are the responsibility of the County.

5. EQUIPMENT INSTALLATION

The State will pay for the costs incurred for the installation of the Equipment as listed in EXHIBIT B, Part 1 in the approved County tax office locations for the automated registration and title system. This payment does not include, nor will the State pay for any County employee time expended, any physical alterations the County may make to its offices to accommodate the Equipment, or for the installation of additional workstations purchased through the State by the County.

The State will pay for installation costs of telecommunications cable and lines as needed to attach to the automated registration and title system network in the approved County tax office locations.

The State will pay for teleprocessing costs associated with the use of the telecommunications network for the Equipment.

6. PROGRAMMING

The State shall perform all computer programming needed for the development and continued support of the automated registration and title system.

7. SECURITY

The County shall be responsible for the physical security and protection of the Equipment installed in its office(s).

8. MAINTENANCE

The State will pay maintenance costs required for the automated registration and title system for at least five (5) years (one year of warranty coverage and four years of maintenance coverage) from the date of installation. This maintenance contract will provide for the technical maintenance support of the Equipment purchased by the State and placed in the approved County tax office locations.

Provision will be made by the State for timely repair or replacement of the Equipment purchased by the State and placed in the approved County tax office locations. The timeframe for such repair/replacement will be as specified in the maintenance clause of the hardware equipment contract.

The State will provide the County with ongoing basic maintenance support for the automated registration and title system Equipment and software.

The County must purchase ongoing basic maintenance support through the State for the additional workstations purchased by the County. The maintenance support provided under this purchase will be the same as that provided by the State. This purchase cost is included in the figure listed in EXHIBIT C, Item 3.

9. EQUIPMENT REPAIR AND REPLACEMENT

The County shall be responsible for full repair or replacement costs for the Equipment in the event the Equipment under State contract that is placed under County control is damaged or lost. The repair cost shall be determined by the Equipment service vendor under contract to the State to provide maintenance service for the Equipment. The replacement cost shall be determined by the cost of equivalent equipment under State contract at the time the damage or loss occurs. In addition, the County shall be responsible for any service costs resulting from problems caused by unauthorized software or hardware residing on the workstations. The Equipment will be monitored electronically. Any unauthorized software detected on the Equipment will be removed electronically.

The County's payment for repair or replacement costs for damaged or lost Equipment, or service costs resulting from problems caused by unauthorized software residing on the workstations, or installation of unauthorized hardware on the State equipment, shall be remitted to the State by the County within 30 days of written request by the State.

10. EQUIPMENT MOVEMENT

The County shall notify the State of its intent to add, move, close, or remodel (if equipment or cabling is affected) any County office in which the Equipment is currently installed, or will need to be installed or removed.

Notification must be in writing and shall be submitted prior to the anticipated date the change will occur. Minimum notification periods:

- . 30 days in the case of an office closing or remodelling,
- . 90 days in the case of an office location change, or
- . 180 days in the case of an additional office location.

The County shall notify the State prior to incidental movement of the workstation equipment within the office in which it is currently housed. A telephone call to the State is sufficient notification in this situation. All calls of this type will be documented by the State and kept on file.

Failure to notify and receive instructions from the State for such equipment moves exposes the County to liability if the Equipment is damaged in the move (see 7. SECURITY). The county shall be liable to the State for all such costs in the event the county fails to notify the State and receive instructions concerning movement of the workstation equipment.

11. UNAUTHORIZED USE OF STATE EQUIPMENT

Unauthorized entry into the Equipment for any reason, including but not limited to attempts to repair the hardware, or to load unapproved software, is expressly prohibited.

The County usage of the Equipment to access County automated systems is subject to prior approval by the State in writing.

The attachment or installation of any unauthorized equipment onto the automated registration and title system network is expressly prohibited.

12. ELECTRICAL REQUIREMENTS

The County shall meet and maintain minimum office electrical requirements as specified by the State for operation of the Equipment.

The County shall be responsible for the payment of all electrical power costs resulting from the operation of the Equipment.

Unless otherwise specified by the State, the Equipment shall remain on 24 hours a day, 7 days a week.

13. INVENTORY OF EQUIPMENT

The State is authorized access to the Equipment to perform a physical inventory at the County office locations during regular county business hours.

In order to maintain an accurate inventory of the Equipment, the County shall notify the State in writing of any equipment replacement.

14. TRAINING

The State shall provide on-site initial training for the County's employees on the automated registration and title system. The training plan must be reviewed and agreed to by the County prior to the implementation of the system. Training of deputies on the RTS after implementation of the automated system in the County will be the responsibility of the County.

The State will provide the counties with reference manuals for the automated registration and title system.

The State will provide the County with continuing training/advisory support on the automated registration and title system.

15. SUPPLIES

The State will provide the County with an adequate supply of continuous form paper to be used solely in conjunction with the automated registration and title system.

16. TERMINATION

This Agreement may be terminated by any of the following conditions:

- A. By mutual consent and Agreement of the parties hereto.
- B. By either party, upon thirty (30) days written notice to the other party.
- C. By the State, should it determine that the County, at any time, has failed to comply with the requirements of this Agreement.

Should the Agreement be terminated for any of the above conditions, the County shall allow removal of the Equipment by the State within a period established by the State.

17. AMENDMENTS

Any changes in the terms and conditions of this Agreement must be enacted by a written amendment executed by State and the County.

18. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings and/or written agreements between the State and the County respecting the subject matter described herein.

EXHIBIT A

IN TESTIMONY HEREOF, the parties to this Agreement have caused these presents to be executed in duplicate counterparts.

THE COUNTY OF FORT BEND, TEXAS

By: Mike W. Lutz
County Judge

Date: 5-2-95

By: Donald J. Guiney
County Tax Assessor-Collector

Date: 3rd day of May 1995

ATTEST: Guilford
County Clerk

THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Transportation Commission under the authority of Minute Order No. 100002 and Administrative Circular 15-93, for the purpose and effect of activating and carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By: [Signature]
Assistant Executive Director for Motorist Services

Date: 7/7/95

EXHIBIT B
PART 1:

TxDOT EQUIPMENT INVENTORY ALLOCATION

County: _____

Date: _____

County Office Locations:

LOCATION 1: _____

TxDOT Equipment Workstations _____

LOCATION 2: _____

TxDOT Equipment Workstations _____

LOCATION 3: _____

TxDOT Equipment Workstations _____

Total TxDOT Equipment Workstations _____

◆◆◆ SEE ATTACHED TxDOT EQUIPMENT LISTING ◆◆◆

EXHIBIT B
PART 2

TxDOT EQUIPMENT INVENTORY LISTING

County Office Location: _____

Date: _____

ITEM TYPES: Microcomputer, Monitor, Printer, Cash Drawer, Bar Code Scanner,
Uninterrupted Power Supply (UPS), Modem, Multi-site Access Unit
(MSAU)

<u>ITEM TYPE</u>	<u>MES #</u>	<u>ITEM TYPE</u>	<u>MES #</u>
_____	_____	_____	_____
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_____	_____	_____	_____

By: _____
County Tax Assessor-Collector

Date: _____

By: _____

Date: _____
Vehicle Titles and Registration Division

EXHIBIT C

1. If a County desires additional workstations (in addition to the Equipment allocated by the State) for the initial implementation of RTS, they may be procured at County expense through the department. The cost of each additional workstation at a site previously designated by the county for initial RTS implementation is \$7,500.
2. The cost of the first additional workstation for a County site not previously designated by the County for initial RTS implementation is \$10,000.
After the purchase of the first additional workstation for a new county site, the cost of any other workstations for the site is \$7,500 per workstation.
3. There will be an ongoing annual cost to the County for installation, maintenance support, RTS software and network charges for each additional workstation purchased by the County and added to the RTS system. The cost for these areas is \$1,000 per year for each workstation.