

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

32

DATE SUBMITTED: February 15, 2010

SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector
PHONE NO.: 281-341-3735

AGENDA REQUEST

DATE: February 23, 2010

SUMMARY OF ITEM: Take all appropriate action on revised agreement between Fort Bend County and AAA Texas, LLC for Participation in Sale of Registration Renewals.

RENEWAL CONTRACT/AGREEMENT: Yes (X) No ()

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES (X) NO ()

LIST SUPPORTING DOCUMENTS ATTACHED: Lease agreement

COUNTY JUDGE
RECEIVED

FEB 17 2010

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND: _____ AGENCY: _____ ORGANIZATION: _____ OBJECT: _____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Original Form Submitted with back up to County Judge's Office: Yes (X)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax (281-341-8609)

Distribute copies with back-up to all listed below. If by Fax, send to numbers below

yes (x) Auditor	(281-341-3774)	yes (x) Comm. Pct. 1	(281-342-0587)
yes () Budget Officer	(281-344-3954)	yes (x) Comm. Pct. 2	(281-403-8009)
yes (x) County Attorney	(281-341-4557)	yes (x) Comm. Pct. 3	(281-242-9060)
yes () Purchasing Agent	(281-341-8642)	yes (x) Comm. Pct. 4	(281-980-9077)
yes (x) County Clerk	(281-341-8697)	yes (x) Facilities/Planning	(281-633-7022)

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to the departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Revised Agreement with AAA Texas, LLC & Fort Bend County for participation of sale of registration renewals in subcontractor location.

2-25-10 2 orig's. each ret. to Patsy Schultz
at Tax office

**SUBCONTRACTOR AGREEMENT FOR THE
COLLECTION AND PAYMENT OF TAXES AND FEES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AAA Texas, LLC, (hereinafter "Subcontractor"), a corporation authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint deputies to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize a business entity as a limited-service deputy to accept motor vehicle registration renewal cards and issue motor vehicle registration receipts; and

WHEREAS, Tax Assessor-Collector wishes to deputize Subcontractor for this purpose; and

WHEREAS, Subcontractor receives a benefit by serving as a limited-service deputy; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Fees: Motor vehicle license and road and bridge fees.

1.2 Supplies: Printer cartridges and paper supplied by the Texas Department of Transportation.

1.3 RSPS Equipment: Remote Sticker Printing System provided by the Texas Department of Transportation (includes a laptop computer and a Laserjet printer with accessories).

Article II. Term

2.1 This Agreement shall commence on 1-1-2010 and terminate on 12-31-2010.

DEC 16 2009

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Either party may terminate this agreement with fifteen (15) days prior written notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Subcontractor.

2.4.2 Failure of Subcontractor to comply with any provision of this Agreement.

2.4.3 Failure of Subcontractor to renew its annual bond effective October 1st through September 30th of each year.

Article III. Duties of Deputy

3.1 Subcontractor shall accept any motor vehicle registration renewal card that the Tax Assessor-Collector may accept and collect all applicable fees. Subcontractor may charge and retain an additional fee not to exceed one dollar and no/100 (\$1.00) for each registration receipt issued.

3.2 Subcontractor shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be in the name of Subcontractor and conditioned on Subcontractor's proper accounting and remittance of all fees Subcontractor collects. Subcontractor shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Subcontractor shall comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

3.4 Subcontractor shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of Subcontractor.

3.5 Subcontractor shall submit to Tax Assessor-Collector a detailed report of all Fees collected and Supplies issued. Such report shall be submitted weekly throughout the term of this Agreement. Failure to submit the report and/or Fees will result in termination of the Agreement.

3.6 Subcontractor shall immediately provide a current inventory of equipment and Supplies at the request of Tax-Assessor Collector.

3.7 Subcontractor's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector.

3.8 Subcontractor shall provide written notice to Tax Assessor-Collector of Subcontractor's intent to undergo a change of ownership at least 30 days prior to the date of the change.

3.9 The appointed office of limited-service deputy is not transferable.

Article IV. Duties of Tax-Assessor

4.1 Tax Assessor-Collector shall provide Subcontractor with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

4.2 Tax Assessor-Collector shall provide Subcontractor with the Supplies necessary for Subcontractor to perform its duties in accordance with Tax Assessor-Collector policies and procedures.

Article V. Rental of Remote Sticker Printing System Equipment

5.1 If Subcontractor rents from County a Remote Sticker Printing System (hereinafter "RSPS"), including a laptop, printer, and accessories, Subcontractor shall pay a rental fee of six hundred dollars and no/100 (\$600.00) per year, payable upon execution of this Agreement.

5.2 Subcontractor's rental of the RSPS equipment is subject to the terms of Amendment One to Agreement for the Use of State of Texas Automation Equipment, attached hereto as Exhibit A, and incorporated herein by reference.

5.3 Subcontractor shall immediately return all RSPS equipment upon termination of this Agreement. Subcontractor agrees to pay all legal fees incurred by County related to Subcontractor's failure to return the RSPS equipment upon termination of this Agreement.

Article VI. Indemnity

SUBCONTRACTOR SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SUBCONTRACTOR, ITS AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SUBCONTRACTOR OR ANY OF SUBCONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 1317 Eugene Heimann Circle, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Subcontractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Subcontractor under this Agreement shall be delivered to AAA Texas, LLC, Attention: Rhonda Wilson or such other place or places as Subcontractor may designate by written notice delivered to County.

6555 N. State Hwy 161
Irving, TX 75039

Article IX. Compliance with Laws

Subcontractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Subcontractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

County and Subcontractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

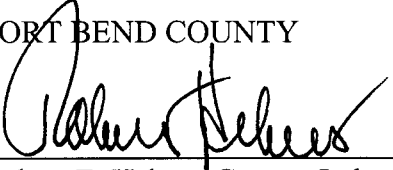
No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement


This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.


FORT BEND COUNTY


Robert E. Hebert, County Judge
2/23/10

SUBCONTRACTOR

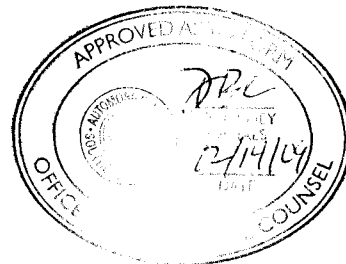
AAA Texas, LLC

Authorized Representative

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


Patsy Schultz, County Tax Assessor-Collector



SUBCONTRACTOR AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **Fiesta Mart, Inc. store #6 located at 3707 Avenue H, Rosenberg, Texas 77471**, (hereinafter "Subcontractor"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint deputies to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize a business entity as a limited-service deputy to accept motor vehicle registration renewal cards and issue motor vehicle registration receipts; and

WHEREAS, Tax Assessor-Collector wishes to deputize Subcontractor for this purpose; and

WHEREAS, Subcontractor receives a benefit by serving as a limited-service deputy; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

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Article II. Term

2.1 This Agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Either party may terminate this agreement with fifteen (15) days prior written notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Subcontractor.

2.4.2 Failure of Subcontractor to comply with any provision of this Agreement.

2.4.3 Failure of Subcontractor to renew its annual bond effective October 1st through September 30th of each year.

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3.1 Subcontractor shall accept any motor vehicle registration renewal card that the Tax Assessor-Collector may accept and collect all applicable fees. Subcontractor may charge and retain an additional fee not to exceed one dollar and no/100 (\$1.00) for each registration receipt issued.

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8.2 All written notices, demands, and other papers or documents to be delivered to Subcontractor under this Agreement shall be delivered to 5235 Katy Freeway, Houston, Texas 77007, Attention: General Counsel, or such other place or places as Subcontractor may designate by written notice delivered to County.

Article IX. Compliance with Laws

Subcontractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Subcontractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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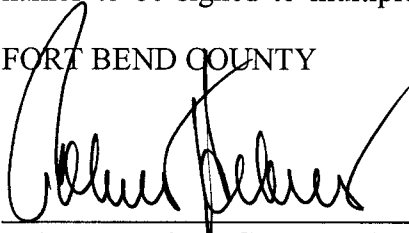
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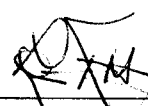
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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.


FORT BEND COUNTY


Robert E. Hebert, County Judge
2/23/10

SUBCONTRACTOR
FIESTA MART, INC. Fiesta Mart, Inc., Store #6

By: 
Louis Katopodis, President

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


Patsy Schulz, County Tax Assessor-Collector

SUBCONTRACTOR AGREEMENT FOR THE COLLECTION AND PAYMENT OF TAXES AND FEES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **Fiesta Mart, Inc. store #47 located at 1530 Independence Boulevard, Missouri City, Texas 77489**, (hereinafter "Subcontractor"), a corporation authorized to conduct business in the State of Texas.

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Article XV. Waiver

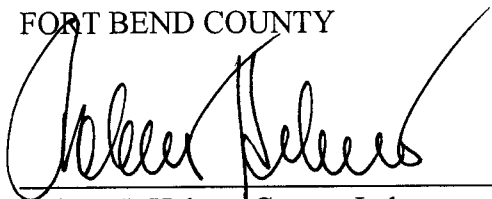
No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

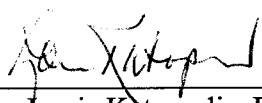
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.

FORT BEND COUNTY



Robert E. Hebert, County Judge 2/23/10

SUBCONTRACTOR

FIESTA MART, INC. Fiesta Mart, Inc., Store #47

By: 
Louis Katopodis, President

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


Patsy Schults, County Tax Assessor-Collector

**SUBCONTRACTOR AGREEMENT FOR THE
COLLECTION AND PAYMENT OF TAXES AND FEES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Todd Insurance (hereinafter "Subcontractor"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint deputies to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize a business entity as a limited-service deputy to accept motor vehicle registration renewal cards and issue motor vehicle registration receipts; and

WHEREAS, Tax Assessor-Collector wishes to deputize Subcontractor for this purpose; and

WHEREAS, Subcontractor receives a benefit by serving as a limited-service deputy; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Fees: Motor vehicle license and road and bridge fees.

1.2 Supplies: Printer cartridges and paper supplied by the Texas Department of Transportation.

1.3 RSPS Equipment: Remote Sticker Printing System provided by the Texas Department of Transportation (includes a laptop computer and a Laserjet printer with accessories).

Article II. Term

2.1 This Agreement shall commence on 01-01-2010 and terminate on 12-31-2010

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Either party may terminate this agreement with fifteen (15) days prior written notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Subcontractor.

2.4.2 Failure of Subcontractor to comply with any provision of this Agreement.

2.4.3 Failure of Subcontractor to renew its annual bond effective October 1st through September 30th of each year.

Article III. Duties of Deputy

3.1 Subcontractor shall accept any motor vehicle registration renewal card that the Tax Assessor-Collector may accept and collect all applicable fees. Subcontractor may charge and retain an additional fee not to exceed one dollar and no/100 (\$1.00) for each registration receipt issued.

3.2 Subcontractor shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be in the name of Subcontractor and conditioned on Subcontractor's proper accounting and remittance of all fees Subcontractor collects. Subcontractor shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Subcontractor shall comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

3.4 Subcontractor shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of Subcontractor.

3.5 Subcontractor shall submit to Tax Assessor-Collector a detailed report of all Fees collected and Supplies issued. Such report shall be submitted weekly throughout the term of this Agreement. Failure to submit the report and/or Fees will result in termination of the Agreement.

3.6 Subcontractor shall immediately provide a current inventory of equipment and Supplies at the request of Tax-Assessor Collector.

3.7 Subcontractor's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector.

3.8 Subcontractor shall provide written notice to Tax Assessor-Collector of Subcontractor's intent to undergo a change of ownership at least 30 days prior to the date of the change.

3.9 The appointed office of limited-service deputy is not transferable.

Article IV. Duties of Tax-Assessor

4.1 Tax Assessor-Collector shall provide Subcontractor with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

4.2 Tax Assessor-Collector shall provide Subcontractor with the Supplies necessary for Subcontractor to perform its duties in accordance with Tax Assessor-Collector policies and procedures.

Article V. Rental of Remote Sticker Printing System Equipment

5.1 If Subcontractor rents from County a Remote Sticker Printing System (hereinafter "RSPS"), including a laptop, printer, and accessories, Subcontractor shall pay a rental fee of six hundred dollars and no/100 (\$600.00) per year, payable upon execution of this Agreement.

5.2 Subcontractor's rental of the RSPS equipment is subject to the terms of Amendment One to Agreement for the Use of State of Texas Automation Equipment, attached hereto as Exhibit A, and incorporated herein by reference.

5.3 Subcontractor shall immediately return all RSPS equipment upon termination of this Agreement. Subcontractor agrees to pay all legal fees incurred by County related to Subcontractor's failure to return the RSPS equipment upon termination of this Agreement.

Article VI. Indemnity

SUBCONTRACTOR SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SUBCONTRACTOR, ITS AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SUBCONTRACTOR OR ANY OF SUBCONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 1317 Eugene Heimann Circle, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Subcontractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Subcontractor under this Agreement shall be delivered to Todd Insurance attention: Karen, or such other place or places as Subcontractor may designate by written notice delivered to County.

Article IX. Compliance with Laws

Subcontractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Subcontractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

County and Subcontractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

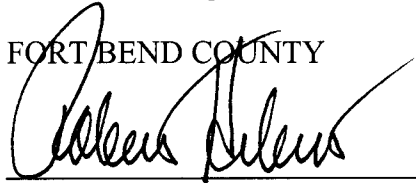
No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.

FORT BEND COUNTY



Robert E. Hebert, County Judge

2/23/10

SUBCONTRACTOR

Todd Insurance



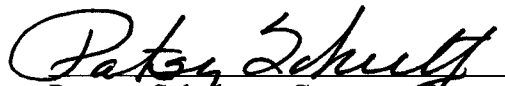
Authorized Representative

ATTEST:



Dianne Wilson, County Clerk

APPROVED:



Patsy Schultz, County Tax Assessor-Collector

6/10/10

**SUBCONTRACTOR AGREEMENT FOR THE
COLLECTION AND PAYMENT OF TAXES AND FEES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Cardland's Realty, Inc., (hereinafter "Subcontractor"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint deputies to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize a business entity as a limited-service deputy to accept motor vehicle registration renewal cards and issue motor vehicle registration receipts; and

WHEREAS, Tax Assessor-Collector wishes to deputize Subcontractor for this purpose; and

WHEREAS, Subcontractor receives a benefit by serving as a limited-service deputy; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Fees: Motor vehicle license and road and bridge fees.

1.2 Supplies: Printer cartridges and paper supplied by the Texas Department of Transportation.

1.3 RSPS Equipment: Remote Sticker Printing System provided by the Texas Department of Transportation (includes a laptop computer and a Laserjet printer with accessories).

Article II. Term

2.1 This Agreement shall commence on 1-1-2010 and terminate on 12-31-2010.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Either party may terminate this agreement with fifteen (15) days prior written notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Subcontractor.

2.4.2 Failure of Subcontractor to comply with any provision of this Agreement.

2.4.3 Failure of Subcontractor to renew its annual bond effective October 1st through September 30th of each year.

Article III. Duties of Deputy

3.1 Subcontractor shall accept any motor vehicle registration renewal card that the Tax Assessor-Collector may accept and collect all applicable fees. Subcontractor may charge and retain an additional fee not to exceed one dollar and no/100 (\$1.00) for each registration receipt issued.

3.2 Subcontractor shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be in the name of Subcontractor and conditioned on Subcontractor's proper accounting and remittance of all fees Subcontractor collects. Subcontractor shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Subcontractor shall comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

3.4 Subcontractor shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of Subcontractor.

3.5 Subcontractor shall submit to Tax Assessor-Collector a detailed report of all Fees collected and Supplies issued. Such report shall be submitted weekly throughout the term of this Agreement. Failure to submit the report and/or Fees will result in termination of the Agreement.

3.6 Subcontractor shall immediately provide a current inventory of equipment and Supplies at the request of Tax-Assessor Collector.

3.7 Subcontractor's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector.

3.8 Subcontractor shall provide written notice to Tax Assessor-Collector of Subcontractor's intent to undergo a change of ownership at least 30 days prior to the date of the change.

3.9 The appointed office of limited-service deputy is not transferable.

Article IV. Duties of Tax-Assessor

4.1 Tax Assessor-Collector shall provide Subcontractor with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

4.2 Tax Assessor-Collector shall provide Subcontractor with the Supplies necessary for Subcontractor to perform its duties in accordance with Tax Assessor-Collector policies and procedures.

Article V. Rental of Remote Sticker Printing System Equipment

5.1 If Subcontractor rents from County a Remote Sticker Printing System (hereinafter "RSPS"), including a laptop, printer, and accessories, Subcontractor shall pay a rental fee of six hundred dollars and no/100 (\$600.00) per year, payable upon execution of this Agreement.

5.2 Subcontractor's rental of the RSPS equipment is subject to the terms of Amendment One to Agreement for the Use of State of Texas Automation Equipment, attached hereto as Exhibit A, and incorporated herein by reference.

5.3 Subcontractor shall immediately return all RSPS equipment upon termination of this Agreement. Subcontractor agrees to pay all legal fees incurred by County related to Subcontractor's failure to return the RSPS equipment upon termination of this Agreement.

Article VI. Indemnity

SUBCONTRACTOR SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SUBCONTRACTOR, ITS AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SUBCONTRACTOR OR ANY OF SUBCONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 1317 Eugene Heimann Circle, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Subcontractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Subcontractor under this Agreement shall be delivered to 9131 Pammel, Houston, Tx 77054, Attention: Ruthy Cufon, or such other place or places as Subcontractor may designate by written notice delivered to County.

Article IX. Compliance with Laws

Subcontractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Subcontractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

County and Subcontractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

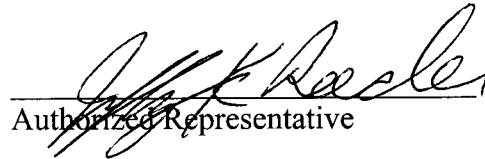
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.

FORT BEND COUNTY



Robert E. Hebert, County Judge 2/23/10

SUBCONTRACTOR Gerland's Realty, Inc.



Authorized Representative

ATTEST:



Dianne Wilson, County Clerk

APPROVED:


Patsy Schultz, County Tax Assessor-Collector

**SUBCONTRACTOR AGREEMENT FOR THE
COLLECTION AND PAYMENT OF TAXES AND FEES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Gerlands Realty, Inc., (hereinafter "Subcontractor"), a corporation authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint deputies to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize a business entity as a limited-service deputy to accept motor vehicle registration renewal cards and issue motor vehicle registration receipts; and

WHEREAS, Tax Assessor-Collector wishes to deputize Subcontractor for this purpose; and

WHEREAS, Subcontractor receives a benefit by serving as a limited-service deputy; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Fees: Motor vehicle license and road and bridge fees.

1.2 Supplies: Printer cartridges and paper supplied by the Texas Department of Transportation.

1.3 RSPS Equipment: Remote Sticker Printing System provided by the Texas Department of Transportation (includes a laptop computer and a Laserjet printer with accessories).

Article II. Term

This Agreement shall commence on 12-31-2010^{2.1} and terminate on 1-1-2010.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Either party may terminate this agreement with fifteen (15) days prior written notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Subcontractor.

2.4.2 Failure of Subcontractor to comply with any provision of this Agreement.

2.4.3 Failure of Subcontractor to renew its annual bond effective October 1st through September 30th of each year.

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3.2 Subcontractor shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be in the name of Subcontractor and conditioned on Subcontractor's proper accounting and remittance of all fees Subcontractor collects. Subcontractor shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Subcontractor shall comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

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Article VI. Indemnity

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8.2 All written notices, demands, and other papers or documents to be delivered to Subcontractor under this Agreement shall be delivered to 3131 Pawnee Hunter, Tx 77054 Attention: Kathy Caton, or such other place or places as Subcontractor may designate by written notice delivered to County.

Article IX. Compliance with Laws

Subcontractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Subcontractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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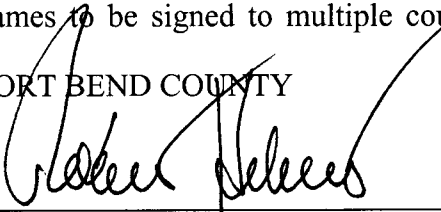
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Article XVI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.

FORT BEND COUNTY

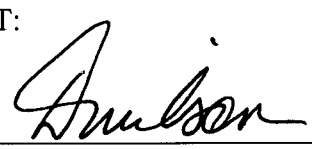

Robert E. Hebert, County Judge

2/23/10

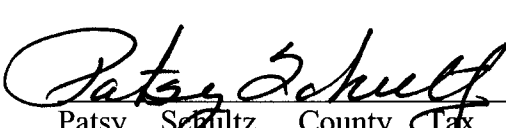
SUBCONTRACTOR Gerland's Realty, Inc. FoodTown


Authorized Representative

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


Patsy Schultz, County Tax Assessor-Collector

**SUBCONTRACTOR AGREEMENT FOR THE
COLLECTION AND PAYMENT OF TAXES AND FEES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Randall's Food + Drug LP, (hereinafter "Subcontractor"), a ~~corporation~~ limited partnership authorized to conduct business in the State of Texas. JSM

Store # 2670

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint deputies to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize a business entity as a limited-service deputy to accept motor vehicle registration renewal cards and issue motor vehicle registration receipts; and

WHEREAS, Tax Assessor-Collector wishes to deputize Subcontractor for this purpose; and

WHEREAS, Subcontractor receives a benefit by serving as a limited-service deputy; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

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1.1 Fees: Motor vehicle license and road and bridge fees.

1.2 Supplies: Printer cartridges and paper supplied by the Texas Department of Transportation.

1.3 RSPS Equipment: Remote Sticker Printing System provided by the Texas Department of Transportation (includes a laptop computer and a Laserjet printer with accessories).

Article II. Term

2.1 This Agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Either party may terminate this agreement with fifteen (15) days prior written notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Subcontractor.

2.4.2 Failure of Subcontractor to comply with any provision of this Agreement.

2.4.3 Failure of Subcontractor to renew its annual bond effective October 1st through September 30th of each year.

Article III. Duties of Deputy

3.1 Subcontractor shall accept any motor vehicle registration renewal card that the Tax Assessor-Collector may accept and collect all applicable fees. Subcontractor may charge and retain an additional fee not to exceed one dollar and no/100 (\$1.00) for each registration receipt issued.

3.2 Subcontractor shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be in the name of Subcontractor and conditioned on Subcontractor's proper accounting and remittance of all fees Subcontractor collects. Subcontractor shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Subcontractor shall comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

3.4 Subcontractor shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of Subcontractor.

3.5 Subcontractor shall submit to Tax Assessor-Collector a detailed report of all Fees collected and Supplies issued. Such report shall be submitted weekly throughout the term of this Agreement. Failure to submit the report and/or Fees will result in termination of the Agreement.

3.6 Subcontractor shall immediately provide a current inventory of equipment and Supplies at the request of Tax-Assessor Collector.

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5.2 Subcontractor's rental of the RSPS equipment is subject to the terms of Amendment One to Agreement for the Use of State of Texas Automation Equipment, attached hereto as Exhibit A, and incorporated herein by reference.

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3663 Briar park
Houston, Tx 77042

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Any modifications to this Agreement must be in writing and must be signed by both parties.

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If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

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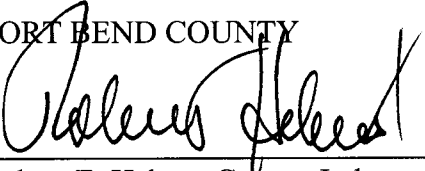
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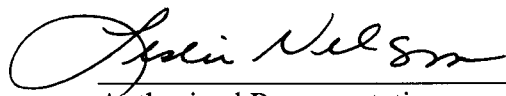
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.


FORT BEND COUNTY


Robert E. Hebert, County Judge
2/23/10

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Authorized Representative
Randall's Food & Drug LP Store #2670

ATTEST:


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APPROVED:


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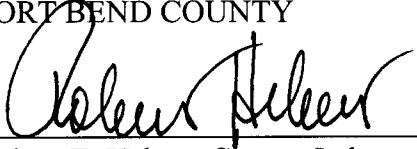
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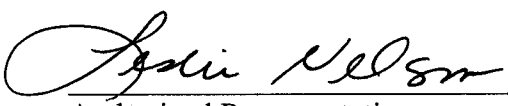
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FORT BEND COUNTY


Robert E. Hebert, County Judge
2/23/10

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Authorized Representative
Randall's Food & Drug LP Store #3068

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


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#1021

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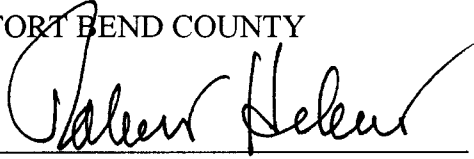
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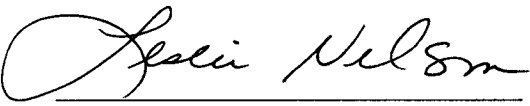
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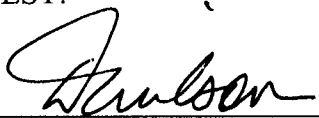
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COLLECTION AND PAYMENT OF TAXES AND FEES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Cox's Foodservice Inc.,⁸ (hereinafter "Subcontractor"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, §502.111 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter "Commissioners Court") the authority to authorize the Fort Bend County Tax Assessor-Collector (hereinafter "Tax Assessor-Collector") to appoint deputies to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §502.112 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize a business entity as a limited-service deputy to accept motor vehicle registration renewal cards and issue motor vehicle registration receipts; and

WHEREAS, Tax Assessor-Collector wishes to deputize Subcontractor for this purpose; and

WHEREAS, Subcontractor receives a benefit by serving as a limited-service deputy; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Definitions

1.1 Fees: Motor vehicle license and road and bridge fees.

1.2 Supplies: Printer cartridges and paper supplied by the Texas Department of Transportation.

1.3 RSPS Equipment: Remote Sticker Printing System provided by the Texas Department of Transportation (includes a laptop computer and a Laserjet printer with accessories).

Article II. Term

2.1 This Agreement shall commence on Jan. 1 2010 and terminate on Dec. 31, 2010.

2.2 This Agreement shall automatically renew for successive one (1) year terms unless either party submits written notice of its intention not to renew.

2.3 Either party may terminate this agreement with fifteen (15) days prior written notice.

2.4 This Agreement shall terminate automatically upon the occurrence of any of the following events:

2.4.1 The commencement of a voluntary or involuntary bankruptcy by Subcontractor.

2.4.2 Failure of Subcontractor to comply with any provision of this Agreement.

2.4.3 Failure of Subcontractor to renew its annual bond effective October 1st through September 30th of each year.

Article III. Duties of Deputy

3.1 Subcontractor shall accept any motor vehicle registration renewal card that the Tax Assessor-Collector may accept and collect all applicable fees. Subcontractor may charge and retain an additional fee not to exceed one dollar and no/100 (\$1.00) for each registration receipt issued.

3.2 Subcontractor shall furnish and maintain a bond made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The bond shall be in the name of Subcontractor and conditioned on Subcontractor's proper accounting and remittance of all fees Subcontractor collects. Subcontractor shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

3.3 Subcontractor shall comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

3.4 Subcontractor shall provide an insurable safe at its place of business to maintain Fees and Supplies. The safe shall be under the direct and exclusive care, custody, and control of Subcontractor.

3.5 Subcontractor shall submit to Tax Assessor-Collector a detailed report of all Fees collected and Supplies issued. Such report shall be submitted weekly throughout the term of this Agreement. Failure to submit the report and/or Fees will result in termination of the Agreement.

3.6 Subcontractor shall immediately provide a current inventory of equipment and Supplies at the request of Tax-Assessor Collector.

3.7 Subcontractor's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector.

3.8 Subcontractor shall provide written notice to Tax Assessor-Collector of Subcontractor's intent to undergo a change of ownership at least 30 days prior to the date of the change.

3.9 The appointed office of limited-service deputy is not transferable.

Article IV. Duties of Tax-Assessor

4.1 Tax Assessor-Collector shall provide Subcontractor with all necessary training and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts and the collection and delivery of all applicable Fees.

4.2 Tax Assessor-Collector shall provide Subcontractor with the Supplies necessary for Subcontractor to perform its duties in accordance with Tax Assessor-Collector policies and procedures.

Article V. Rental of Remote Sticker Printing System Equipment

5.1 If Subcontractor rents from County a Remote Sticker Printing System (hereinafter "RSPS"), including a laptop, printer, and accessories, Subcontractor shall pay a rental fee of six hundred dollars and no/100 (\$600.00) per year, payable upon execution of this Agreement.

5.2 Subcontractor's rental of the RSPS equipment is subject to the terms of Amendment One to Agreement for the Use of State of Texas Automation Equipment, attached hereto as Exhibit A, and incorporated herein by reference.

5.3 Subcontractor shall immediately return all RSPS equipment upon termination of this Agreement. Subcontractor agrees to pay all legal fees incurred by County related to Subcontractor's failure to return the RSPS equipment upon termination of this Agreement.

Article VI. Indemnity

SUBCONTRACTOR SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SUBCONTRACTOR, ITS AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SUBCONTRACTOR OR ANY OF SUBCONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article VII. Independent Contractor

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

Article VIII. Contract Administration

8.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 1317 Eugene Heimann Circle, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Subcontractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

8.2 All written notices, demands, and other papers or documents to be delivered to Subcontractor under this Agreement shall be delivered to 10810 So. Post Oak Rd. Hous. Attention: Kim Amador, or such other place or places as Subcontractor may designate by written notice delivered to County.

Article IX. Compliance with Laws

Subcontractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Subcontractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article X. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

Article XII. Successors and Assigns

County and Subcontractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XIII. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article XIV. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable under present or future Applicable Law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

Article XV. Waiver

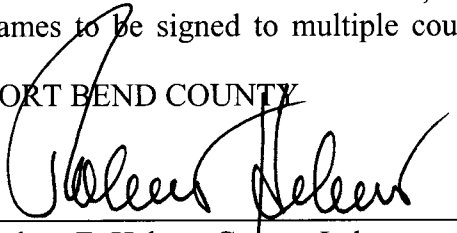
No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

Article XVI. Entire Agreement

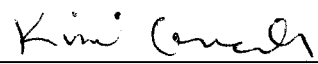
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.

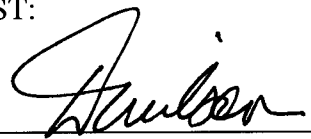
FORT BEND COUNTY


Robert E. Hebert, County Judge
2/23/10

SUBCONTRACTOR Cox's Foodarama #8


Authorized Representative

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


Patsy Schultz, County Tax Assessor-Collector

**SUBCONTRACTOR AGREEMENT FOR THE
COLLECTION AND PAYMENT OF TAXES AND FEES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Cop's For Liviana #21, (hereinafter "Subcontractor"), a corporation authorized to conduct business in the State of Texas.

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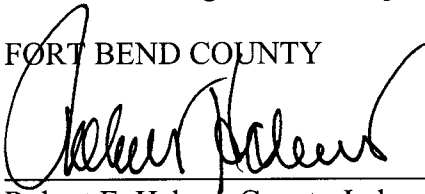
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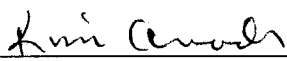
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no oral statements or prior written proposals or agreements not specifically incorporated herein will be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of January, 2010.


FORT BEND COUNTY


Robert E. Hebert, County Judge
2/23/10

SUBCONTRACTOR Cox's Foodarama #21


Authorized Representative

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


Patsy Schultz, County Tax Assessor-Collector