

FORT BEND COUNTY FY2010
COMMISSIONERS COURT AGENDA REQUEST FORM
RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

18c

DATE SUBMITTED: April 14, 2010
4-27-10
AGENDA DATE: May 4, 2010

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

SUMMARY OF ITEM: Agreement between Fort Bend County and Champion Nissan for processing of Auto Registration & Title Transactions.

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

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

LIST SUPPORTING DOCUMENTS ATTACHED 2 Copies of Agreement for signature

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 to 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 (x) 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:

Approve agreement between Fort Bend County and Champion Nissan for processing of Auto Registration & Title Transactions.

5-4-10 2 orig's. ret. to Patsy Schultz at
Tax Office

**MOTOR VEHICLE DEALER 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 Champion Nissan, (hereinafter "Dealer"), 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 a deputy 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 individual employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers as full service deputies; and

WHEREAS, Tax Assessor-Collector wishes to deputize individual employees of Dealer for this purpose; and

WHEREAS, Dealer receives a benefit by allowing its' employees to serve as full service deputies; 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 Deputy: An employee of Dealer that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers. An employee of Dealer has not been deputized until such employee has been trained to issue registration receipts by the Tax Assessor-Collector, posted a bond as set forth in Section 3.2, and completed an oath of office.

1.2 Supplies: Form 31 receipts and license plates.

Article II. Term

2.1 This Agreement shall commence on _____ and terminate on _____.

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 Tax Assessor-Collector may terminate this Agreement at any time without 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 Dealer.

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

2.4.3 Termination by the Tax Assessor-Collector of the authority of the Deputy without the appointment of a substitute Deputy.

Article III. Duties of Dealer

3.1 Dealer shall submit the names of one or more employees of Dealer who are recommended by Dealer to serve as Deputy. The determination of whether or not to deputize a recommended Dealer employee is at the sole discretion of Tax Assessor-Collector.

3.2 Dealer shall furnish and maintain an inventory bond covering inventory provided by Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. Dealer 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 Dealer shall ensure that only a Deputy issues motor vehicle registration receipts and accepts applications for title transfers.

3.4 Dealer 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 a Deputy.

3.5 Dealer shall notify Tax Assessor-Collector within twenty-four (24) hours after a Deputy has ceased employment with Dealer, or when a Deputy is unable or refuses to perform the duties of a Deputy.

3.6 Dealer shall collect motor vehicle sales taxes from vehicle purchasers and remit such funds to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.7 Dealer shall remit motor vehicle registration fees to a Deputy or the Tax Assessor-Collector in the time and manner provided by law. Payment by Dealer shall be by ACH deposit to the Tax Assessor-Collector.

3.8 Dealer shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.

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

Article IV. Duties of Deputy

4.1 Dealer acknowledges and agrees that although the Deputy may be an employee of Dealer, the Deputy has taken an oath of office and therefore:

4.1.1 A Deputy must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

4.1.2 A Deputy must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.

4.1.3 An individual's authority to act as a deputy may be terminated immediately at the sole discretion of the Tax Assessor-Collector

4.2 Each Deputy 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 conditioned on the Deputy's proper accounting and remittance of all fees the person collects. Dealer and/or Deputy 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.

Article V. Duties of Tax-Assessor

5.1 Tax Assessor-Collector, at his or her sole discretion, shall deputize one or more employees of Dealer to issue motor vehicle registration receipts and prepare or accept applications for title transfers.

5.2 Tax Assessor-Collector shall provide a Deputy 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, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer.

5.3 Tax Assessor-Collector shall provide a Deputy with the Supplies necessary for the Deputy to perform his or her duties in accordance with Tax Assessor-Collector policies and procedures.

Article VI. Indemnity

DEALER SHALL SAVE HARMLESS COUNTY AND TAX ASSESSOR-COLLECTOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING ATTORNEYS FEES, ARISING FROM ACTIVITIES OF DEALER, ITS

AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DEALER OR ANY OF DEALER'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, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Dealer. 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 Dealer under this Agreement shall be delivered to Champion Nissan, Attention: Kathy Scarborough, or such other place or places as Dealer may designate by written notice delivered to County.

Article IX. Compliance with Laws

Dealer 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, Dealer 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

17.1 County and Dealer 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

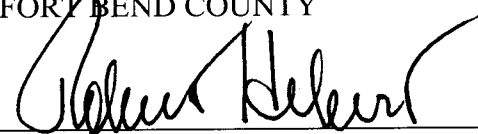
No waiver by a party of compliance with provisions or conditions of this Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement.

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 27 day of April, 2010, ~~2009~~

FORT BEND COUNTY



Robert E. Hebert, County Judge

DEALER

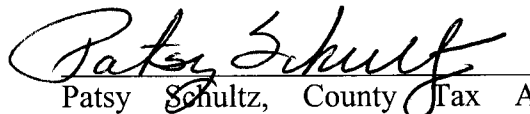


ATTEST:



Dianne Wilson, County Clerk

APPROVED:



Patsy Schultz, County Tax Assessor-Collector