

## 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 Kroger Texas L.P., (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: Paper supplied by the Texas Department of Motor Vehicles.

#### **Article II. Term**

2.1 This Agreement shall commence on February 1, 2014 and terminate on January 31, 2015.

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.

F  
B  
C      JAN 23 2014      T  
A  
X

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 1<sup>st</sup> through September 30<sup>th</sup> 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. Such report shall be submitted daily throughout the term of this Agreement. Failure to submit the report and/or Fees will result in termination of the Agreement.

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

3.7 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.

3.8 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. 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 VI. 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 VII. 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 19245 David Memorial Dr. Shenandoah, TX. 77385, Attention: Kristin Krueger, or such other place or places as Subcontractor may designate by written notice delivered to County.

**Article VII. 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 IX. Assignment**

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

**Article X. 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 XI. 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 XII. Modifications**

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

**Article XIII. 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 XIV. 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.

**F  
B  
C**

**JAN 23 2014**


**T  
A  
X**

**Article XV. 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

SUBCONTRACTOR


Kristin Krueger

  
Authorized Representative

March 11, 2014  
Date

1/21/14  
Date

ATTEST:

  
Dianne Wilson, County Clerk

3-11-14  
Date

APPROVED:

  
Patsy Schultz, County Tax Assessor-Collector

3/5/14  
Date

I/mtr/tax 06/19/2013



