

## **AGREEMENT FOR SERVICES FOR SALES TAX MONITORING**

This agreement is made and entered into as of \_\_\_\_\_, 2019 (the "Effective Date"), by and between **FORT BEND COUNTY ASSISTANCE DISTRICT No. 1** (the "District" or the "CAD") and **SALES REVENUE, INC.** ("SRI" or the "Firm"). The District and SRI are sometimes collectively referred to herein as the "Parties" or either individually referred to as a "Party". In consideration of the mutual covenants and agreements contained herein, the District and the Firm agree as follows:

### **AGREEMENT**

The District hereby appoints the Firm as the District's sales tax consultant pursuant to the terms of this Agreement. The Firm hereby agrees to serve as the District's sales and use tax representative and provide such other related services as set forth in this Agreement.

#### ***I. Services of the Firm***

(A) The Firm shall provide general services necessary for the routine assessment of the District's use tax as follows:

- (1) Physical audit of businesses located within the boundaries within the County Assistance District ("CAD").
- (2) Mapping of businesses within the CAD's boundaries.
- (3) Request documents from, and correspond with the State Comptroller's Office (the "Comptroller").
- (4) Cross reference all accounts with the Comptroller for accuracy.
- (5) Receipt of monthly Comptroller report and enter listings of all payees into the District database.
- (6) Site inspections of new construction sites within the District to verify new business construction. Creation of a list of non-complying businesses.
- (7) Obtain all Direct Payment Permits identification numbers and report all information to the District's Governing Body of Directors (the "Board") for review.
- (8) Research any erroneous payments to the District from businesses outside the District boundary and correspond with the Comptroller and the Commissioners Court regarding findings.
- (9) Quarterly reports generated and delivered to each Commissioner.

## ***II. Compensation***

The District shall compensate the Firm for all services rendered for and/or on behalf of the CAD, within forty-five (45) days of submission of an invoice from the Firm. For, and in consideration of the services described, the fees are: A cost of **\$2,800.00** per month will be incurred by the District.

A one-time recovery fee of 10 percent shall be applied to all monies previously missing from the District and recovered through the efforts of SRI. Confidential backup information shall be submitted with each invoice for recovered funds.

The payment of all invoices shall be governed by the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. SRI will be responsible for providing the District with updates, reports, drafting, and reporting to the Comptroller. The general schedule of services to be performed is provided as follows:

### ***Monthly***

- Monitor and cross-reference payments received by the District. Contact the Comptroller with any irregularities.
- Receipt of confidential reports and correspond errors to the Comptroller.
- Provide copies of sales tax allocation graphs to Commissioners Court.

### ***Quarterly***

- Review payment spreadsheet to identify sporadic or non-contributing builders, and drafting a letter with the Spreadsheet information to send to the Comptroller.
- Audit all accounts and provide report updates pertaining to erroneous or missing revenue.
- Provide analytical reports to Commissioners Court.
- Review of State-issued Direct Payment Permits, make corrections, and submit back to Comptroller.

### ***Semi-Annually***

- Correspond with the Comptroller's Office Regarding any outstanding errors discovered by SRI and not yet corrected.

## ***III. Term and Termination***

This Agreement is in effect for one year from the date of final execution with an additional automatic two-year renewal agreement between the parties.

## ***IV. General Provisions***

- (A) This Agreement is not intended to and does not prohibit the Firm or any representative of the Firm from accepting employment by and/or performing services for individuals or organizations other than the District; provided, however, that such employment shall not interfere with the proper performance of the duties, expressed and implied, of the Firm hereunder.

**(B) TO THE FULLEST EXTENT PERMITTED BY LAW, SRI, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM SRI'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY SRI OR ANY SUBCONTRACTOR OR AGENT OF SRI.**

**THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE SRI AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE DISTRICT OF ANY COMMON LAW DUTY, ANY TERM OF THIS AGREEMENT, OR ANY STATUTE OR REGULATION.**

**THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE DISTRICT. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**SRI DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE DISTRICT FROM ALL OF SRI'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT.**

**(C)** Following execution of this Agreement, SRI shall furnish the District with a Certificate(s) of Insurance evidencing the following insurance coverages and SRI shall at all times during the term of this Agreement maintain such coverages:

- (1) Commercial General Liability: \$1,000,000 per occurrence with \$1,000,000 aggregate.
- (2) Automobile Liability: combined single limit \$1,000,000.
- (3) Workers Compensation & Employers Liability: each accident \$1,000,000, disease-each employee \$1,000,000, and disease-policy limit \$1,000,000.
- (4) Professional Liability: \$1,000,000 per occurrence with \$1,000,000 aggregate.

The Certificate(s) of Insurance shall provide that the District shall be provided thirty (30) days written notice of any cancellation or diminution of insurance coverage. The District and the District's agents and employees shall be added as additional insureds to all coverages required above except those in (3) above. All policies written on behalf of SRI shall contain a waiver of subrogation in favor of the District and the District's agents and employees. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the District, and without rights of contribution or recovery against the District or from any such other insurance available to the District. SRI, and not the District, shall be responsible to pay the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of SRI.

**(D)** If any provision or term of this Agreement is held to be invalid or unenforceable by final judgment or decree of a court of competent jurisdiction, the remaining provisions and terms hereof shall remain in force and effect and binding upon the Parties.

**(E)** All documents, whether in paper or electronic format, prepared pursuant to SRI's performance under this Agreement, shall become and remain the property of the District, unless otherwise agreed by the Parties in writing. SRI shall maintain all records of the District in accordance with the requirements of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended, and all applicable rules, regulations, policies and record retention schedules adopted pursuant thereto with respect to the District's records. Upon termination of this Agreement, SRI shall relinquish and turn over to the District, without unnecessary delay, all records related to SRI's performance hereunder, including, without limitation, all reports, maps, store listings and correspondence.

**(F) Notice**

- (1) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to District or Firm at the addresses set forth below.
- (2) If mailed, any notice or communication shall be deemed to be received three days after the date of deposited in the United States mail.
- (3) Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
  - a. If to Firm:           Sales Revenue Inc.  
                              Ryan M. Fortner, President  
                              6935 Barney Road, Suite 110  
                              Houston, Texas 77092
  - b. If to District:       Fort Bend County Assistance District No. 1  
                              301 Jackson Street  
                              Richmond, Texas 77469
- (4) Either party may designate a different address by giving the other party ten (10) days written notice.

**(G)** Neither District nor Firm shall assign, sublet or transfer its or his interests in this Agreement without prior written consent of the other.

**(H)** This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

As required by Chapter 2270, Government Code, Sales Revenue Inc. hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have approved this Agreement, which may be executed in multiple counterparts, each of which shall be deemed an original.

**SALES REVENUE, INC.**




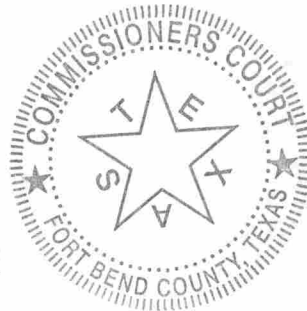
By: \_\_\_\_\_  
Ryan Fortner, President

**FORT BEND COUNTY  
ASSISTANCE DISTRICT NO. 1**

By:  \_\_\_\_\_  
KP George, County Judge


ATTEST:

  
Laura Richard, County Clerk



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 33,600<sup>00</sup> to accomplish and pay the obligation of Fort Bend County Assistance District No. 1 under this contract.

  
Robert Ed Sturdivant, County Auditor

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Sales Revenue Inc.  
 Houston, TX United States

**Certificate Number:**  
 2019-560388

**Date Filed:**  
 11/11/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County Assistance District No. 01

**Date Acknowledged:**  
 11/20/2019

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 20191109  
 Sales Tax Auditing and Recovery

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ryan, Fortner	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)