

AGENDA ITEM 20

Discuss and take appropriate action on new Dealer Title Application contracts for the Auto Dealers and Tax Assessor/Collector substation contracts with HEB and Albertson's.

Moved: **Commissioner Boatright**

Commissioner Boatright withdrew his motion.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve new Dealer Title Application contracts for the Auto Dealers and Tax Assessor/Collector substation contracts with HEB and Albertson's.

Vote: 4 – 1. **Commissioner Heiligenstein** voted against the motion, due to lack of time to review the contract, which was just presented to the court.

< Attachment >

AGREEMENT

MOTOR VEHICLE LICENSE

POINT OF SALE STICKER LEASE

THIS AGREEMENT is entered in this ____ day of ____ 20____, by and between the **County of Williamson**, a duly and lawfully organized county of the State of Texas ("County") the **Tax Assessor-Collector's Office** within the County ("Tax Assessor-Collector"), and _____, herein after referred to as the Distributor.

RECITALS:

WHEREAS, public convenience will be furthered by authorizing the Distributor to act as an agent of the Tax Assessor-Collector in the issuance of motor vehicle license Point of Sale Stickers ("Stickers"), at its places of business listed on the attached Exhibit "A".

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows:

1. County agrees to lease to Distributor the Remote Sticker Printing System for motor vehicle registration for an annual fee of \$600.00. Subject to approval by the State, said fee will be waived when Distributor obtains an annual minimum of 1,000 registrations. During the first year of equipment installation, the Distributor will be billed during the month in which the equipment is installed for a pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually in September. Annual lease cost for equipment is subject to change annually pursuant to cost changes to the County by the State. Distributor will be given at least 30 days advanced notice of a proposed change in lease.

The Distributor shall be responsible for full repair or replacement costs for the equipment in the event the equipment leased from the County that is placed under the Distributor's control is damaged or lost. The repair cost shall be determined by the equipment service vendor under contract to the State to provide maintenance service for the equipment. The Distributor's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same be remitted to the County by the Distributor within seven (7) days of written request by the County.

2. Tax Assessor-Collector agrees to allow Distributor the authority to add a fee of up to one dollar (\$1.00) to each transaction involving a Sticker sold and properly reported under terms of this Agreement. Said fee is the only compensation the Distributor will receive.
3. The County shall supply the Distributor with equipment, an inventory of sticker receipts and supplies as needed for issuance. Under no circumstance will Distributor keep said equipment and supplies at any location other than the location said equipment and supplies are assigned to.
4. The Distributor will report to the Tax Assessor-Collector weekly on forms to be provided by the Tax Assessor-Collector and according to the written instructions of the Tax Assessor-Collector, either now or hereafter promulgated. Said reports will include: the number of Stickers sold; the number of Stickers voided; the number of Stickers missing; the Stickers series numbers issued; as well as, such other and further information as the Tax Assessor-Collector shall from time to time, reasonably require; along with full payment for vehicle license fees collected for each registration.
5. The Distributor shall have all of its agents who in any way handle, assist or issues sticker receipts take an oath of deputation to be given by the Tax Assessor-Collector or notary public and have one person per location in charge of operations who oversees the issuance of stickers and to serve as authorized agents who oversee the receiving and handling of the Stickers ("Deputized Agent"). Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Deputized Agent. Distributor agrees, at Distributor's Cost, to provide a bond payable to the Williamson County Tax Assessor-Collector in the amount of \$_____dollars for equipment, sticker receipts and supplies issued to the authorized agent(s).
6. The County agrees not to furnish any Sticker receipts or supplies for the account of the Distributor other than directly to the Deputized Agent. The Deputized Agent will inventory Stickers and supplies prior to accepting delivery. The Distributor assumes full liability for the safekeeping of all Stickers and supplies furnished by the Tax Assessor-Collector to the Deputized Agent. Tax Assessor-Collector will notify Distributor in writing of any missing and unaccounted for Stickers or cash shortages immediately and the Distributor shall have up to seven (7) days to research and rectify any discrepancies before payment is made. The Distributor agrees to pay for any missing or unaccounted for Sticker receipts and any shortages caused by the Distributor.
7. The Distributor agrees to sell Stickers only to persons presenting the renewal notice issued by the State of Texas, Department of Motor Vehicle Title and Registration, and only to make such sales on validations due in the current and succeeding month (e.g.: during March only Stickers for the months of March and April).

8. The Distributor may accept individual checks in payment of fees for the issuance of Stickers, provided that checks are made payable to the Distributor, that each check bears such information as may be required by Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. The Distributor shall issue its own check to the Tax Assessor-Collector representing those checks and cash received by Distributor during the previous week. Failure by Distributor to pay Tax Assessor-Collector within seven (7) days the sums owed for Stickers, whether in the form of cash or Distributor's check payable to Tax Assessor-Collector shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue Stickers until all sums owed are paid.

9. Distributor shall prepare and have ready on forms provided by the Tax Assessor-Collector each week on **Monday at 12:00 noon**, a report of the activities of that past week, and will mail by postage prepaid, certified mail, return receipt requested, or deliver to an employee of the Tax Assessor-Collector, or agent, the report for the past week's activities along with a check or money order or the correct amount due for such sales. Said check or money order shall not include the one dollar (\$1.00) fee Distributor charges and collects as compensation for providing services of issuance of motor vehicle license validation stickers.

10. Distributor agrees to use the Sticker Receipts in numerical sequence and to return all unused or damaged receipts to the Tax Assessor-Collector in a timely fashion.

11. Distributor agrees notify the Tax Assessor's office when an employee ceases to act as a deputy for the Distributor.

12. Distributor agrees to report any changes in the controlling interest of the Distributor to the Williamson County Tax Assessor-Collector at once. A new agreement would be executed with the new owner of the controlling interest. An audit of vehicle supplies on hand would be reported by the previous owner.

13. The Distributor is subject to audit by the Tax Assessor-Collector at any time during normal business hours of the Distributor and at a mutually agreed upon location.

14. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon thirty (30) days prior written notice to the other party sent as provided in Section 14 hereof. Within seven (7) days after the date of termination, the Distributor shall return to the County all outstanding inventory of Stickers, together with equipment, supplies, and payment of Stickers issued and a final report as provided for in Section 4 hereof. The Distributor will forfeit any portion of the annual lease fee that remains.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Deborah M. Hunt, Tax Assessor-Collector
Williamson County
710 S. Main St., Suite 102
Georgetown, TX 78626
ATTN: Alma Russell, Motor Vehicle Operations Manager

DISTRIBUTOR:

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this agreement shall commence on , 200 and shall continue in full force and effect until terminated at any time by either party upon thirty (30) days prior written notice.

17. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

18. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

19. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create a joint venture, a partnership, or any other similar relationship between the parties. The Distributor acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

20. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written, for any and all locations listed on Exhibit "A".

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Distributor, County, and the Tax Assessor-Collector.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County Williamson
State of Texas

Distributor:

John C. Doerfler 6-24-03
John Doerfler
County Judge

By: _____
Signature

Printed Name and Title

Tax Assessor-Collector

Deborah M. Hunt
Tax Assessor-Collector

Exhibit "A"

HEB 144	110 W Taylor	Round Rock	78664
HEB 237	1100 South IH 35	Georgetown	78626
HEB 263	170 E Whitestone	Cedar Park	78613
HEB 373	16900 N RR 620	Round Rock	78664
HEB 377	13776 N Hwy 183	Austin	78750
HEB 487	4500 FM2338	Georgetown	78628
HEB 495	603 Louis Henna Blvd	Round Rock	78664

AGENDA ITEM 21

Consider approving Auditors Office to do internal line item transfers for amounts up to \$10.00.

Moved: **Commissioner Boatright**

Commissioner Boatright withdrew his motion.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve on the advice of the County Attorney and the County Auditor to allow the Auditor's Office to make internal line item transfer adjustments for amounts up to \$100, with one agenda item to be approved on the last Tuesday in September noting that the transfers have taken place.

Vote: **5 - 0**

AGENDA ITEM 22

Consider approving resolution with the Texas Department of Transportation authorizing additional persons to approve the issuance of titles, license plates, and registration renewals for county-owned vehicles.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve a resolution with the Texas Department of Transportation authorizing additional persons to approve the issuance of titles, license plates, and registration renewals for county-owned vehicles.

Vote: **5 - 0**

< Attachment >