

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute the Motor Vehicle License Registration Agent Agreement with Hays County Tax Assessor-Collector and HEB Grocery Company, LP ("Distributor").

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

August 20, 2013

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Luanne Caraway

SPONSOR

COBB

CO-SPONSOR

N/A

SUMMARY

This Agreement authorizes Distributor to act as an agent of the Tax Assessor-Collector to issue motor vehicle license registration stickers under the terms and conditions set for in this Agreement.

MOTOR VEHICLE LICENSE REGISTRATION AGENT AGREEMENT

This Agreement ("**Agreement**") is entered on _____, 2013 (the **Effective Date**") by and between Hays County, a duly and lawfully organized county of the State of Texas ("**County**"), Hays County Tax Assessor-Collector ("**Tax Assessor-Collector**") and HEB Grocery Company, LP ("**Distributor**").

WHEREAS, public convenience will be furthered by authorizing Distributor to act as an agent for County to issue motor vehicle license registration stickers (each a "**Registration**" or collectively, the "**Registrations**") at its place(s) of business listed on the attached Exhibit A.

NOW, THEREFORE, the obligations and covenants contained herein and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. County authorizes Distributor to act as an agent of the Tax Assessor-Collector to issue motor vehicle license registration stickers under the terms and conditions set forth in this Agreement.
2. County shall supply Distributor with the numbered and secured motor vehicle license registration forms (hereinafter referred to as "**Stickers**") and supplies (collectively, the "**Inventory**"), as well as its written policies and procedures for their issuance. Under no circumstance will Distributor keep said Inventory at any location other than the location(s) to which said Inventory is assigned as set forth in Exhibit A.
3. Distributor agrees to comply with the requirements of the WebAgent System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by Distributor.
4. The parties agree that Distributor may add a processing fee of up to one dollar (\$1.00) to each transaction involving a Registration issued and properly reported under terms of this Agreement. Said processing fee is in addition to the fee charged for issuance of the Registration. The processing fee is the only compensation Distributor will receive pursuant to this Agreement.
5. Each week on Monday at 12:00 noon (or such other time as agreed by the parties), Distributor will provide the following to the Tax Assessor-Collector in the form prescribed by and according to the instructions of the Tax Assessor-Collector: (a) the number of Stickers sold; (b) the number of Stickers voided; (c) the Stickers series numbers issued; (d) the full payment for vehicle license fees collected for each Registration; and (e) such other information as the Tax Assessor-Collector shall from time to time reasonably require.
6. Distributor shall designate employees in a hierarchy at each location set forth in Exhibit A to be in charge of operations who will oversee the receipt, maintenance and issuance of Stickers ("**Designated Employees**"). Prior to issuance of any Stickers, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Employees.

7. Distributor agrees, at Distributor's cost, to provide a bond payable to the Tax Assessor-Collector in the amount of \$[REDACTED]. The amount of the bond will be no less than the value of the inventory of Stickers issued by County to Distributor (\$[REDACTED] per package of 125 sheets of Sticker paper).
8. Tax Assessor-Collector agrees not to furnish any Stickers for the account of Distributor other than directly to a Designated Employee. The Designated Employee will inventory the Stickers and supplies prior to accepting delivery. Distributor assumes full liability for the safekeeping of all Inventory furnished by the Tax Assessor-Collector to the Designated Employees. Tax Assessor-Collector will notify Distributor in writing of any missing and unaccounted for Stickers or cash shortages immediately and Distributor shall have up to seven (7) days to research and rectify any discrepancies before payment is made. Distributor agrees to pay for any missing or unaccounted for inventory of Stickers and any shortages caused by Distributor.
9. Distributor agrees to sell Stickers (i) only to persons presenting the renewal notice issued by the State of Texas, Department of Motor Vehicle Title and Registration and proof of valid insurance, and (ii) to make such sales on registrations due only in the prior, current and succeeding month (e.g.: during March only Stickers for the months of February, March and April) or as otherwise instructed by County.
10. Distributor may accept individual checks in payment of fees for the issuance of Stickers, provided that checks are made payable to 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. Distributor shall either transmit funds via ACH or issue a money order (as agreed in advance by the parties) to the Tax Assessor-Collector representing those checks and cash received by Distributor during the previous week. Said ACH funds transfer or money order shall not include the one dollar (\$1.00) processing fee Distributor charges and collects as compensation for providing services of issuance of Stickers. Failure by Distributor to pay Tax Assessor-Collector within seven (7) days the sums owed for Stickers, whether via ACH transfer or in the form of money order to Tax Assessor-Collector shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional Inventory until all sums owed are paid.
11. Distributor agrees to use the inventory of Stickers in numerical sequence and to return any damaged Stickers to the Tax Assessor-Collector in a timely fashion.
12. 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.
13. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated at any time by either party upon thirty (30) days prior written notice to the other party. Within seven (7) days after the date of termination, Distributor shall return to the Tax Assessor-Collector all outstanding inventory of Stickers and supplies and payment of Stickers issued and a final report as provided for in Section 5.

14. 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: Bert Cobb, M.D., Hays County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

TAX-ASSESSOR COLLECTOR: Luanne Caraway, Hays County Tax Assessor-Collector
712 S. Stagecoach Trail
San Marcos, Texas 78666

DISTRIBUTOR: HEB Grocery Company, LP
646 South Main Avenue
San Antonio, Texas 78204
Attn: Director, Services Co.

With a copy to:

HEB Grocery Company, LP
646 South Main Avenue
San Antonio, Texas 78204
Attn: Corporate Law Department

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

15. Distributor shall indemnify and hold harmless County and the Tax Assessor-Collector from and against all personal injury, loss, claim or property damage, including attorneys' fees, suffered or incurred by County and Tax Assessor-Collector arising out the negligence performance of Distributor or its agents, representatives or employees pursuant to the terms of this Agreement.

16. 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.

17. Distributor agrees to report any material change in the controlling ownership of Distributor to the Tax Assessor-Collector within seven (7) days of such change. Any such change will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) of the controlling interest if the new owner(s) desires to continue to act as an agent. It will also be necessary to audit any Inventory on hand and a closing report shall be made by the current owner.

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

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. 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. Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

21. This Agreement sets forth the entire understanding between the parties and supersedes any and all prior agreements, written or oral, with respect to the subject matter hereof. 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

County of Hays
State of Texas

HEB Grocery Company, LP:

By: _____
Print Name: _____
County Judge

By: _____
Print Name: Bill Anderson
Title: Vice President, General Merchandise

By: _____
Print Name: _____
Hays County Tax Assessor-Collector

Attest:

By: _____
Print Name: _____
County Clerk, Hays County

EXHIBIT A

Locations:

STORE / CORP #	ADDRESS
Kyle 014	5401 South FM 1626, Kyle, TX 78640
San Marcos 01-243	641 East Hopkins Street, San Marcos, TX 78666
Buda 477	15300 South IH 35, Buda, TX 78610
Dripping Springs 611	598 E. Hwy US 90, Dripping Springs, TX 78620
San Marcos 2-455	200 West Hopkins St., San Marcos, TX 78666