



**DALLAS COUNTY
MOTOR VEHICLE LICENSE
SUBCONTRACTOR AGREEMENT
FOR GOVERNMENT ENTITIES**

THIS AGREEMENT is entered into pursuant to Chapter 791 of the Texas Government Code on this _____ day of _____ 2018, by and between the County of Dallas, a duly and lawfully organized county of the State of Texas (“County”) and the City of Mesquite, Texas, a governmental entity organized and operated under the laws of the State of Texas (“Entity”).

RECITALS:

WHEREAS, efficiencies for both County and Entity will be created by authorizing Entity to issue State of Texas motor vehicle registrations at its places of business, as identified in Paragraph 10 below, and for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows:

AGREEMENT:

1. Entity agrees that it will utilize a web-based application herein referred to as “WebAgent” to process motor vehicle registration renewals for the Entity’s internal fleet of vehicles. Entity agrees that it shall provide and maintain, at its own expense, all equipment necessary to process motor vehicle registration renewals at their approved places of business.
2. County agrees to supply Entity with controlled, duly numbered and secured forms required to properly process and issue motor vehicle registration renewals, and other supplies as the County shall deem necessary for Entity to carry out this limited function. All supplies provided to Entity shall be kept in a secured environment and only at locations approved by County. Under no circumstance shall Entity warehouse, store, keep or relocate said supplies at any other location.
3. Entity shall designate two key employees to act as liaison between the Entity and the Tax Assessor-Collector. These individuals shall be referred to as “Designated Liaison”. The Designated Liaison, on Entity’s behalf, shall execute an Oath of Deputation as required by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide all training deemed necessary for the Designated Liaison to carry out Entity’s duties and responsibilities. It shall be the responsibility of the Designated Liaison to personally approve all individuals in Entity’s employ that will (1) receive and account for supplies provided by the Tax Assessor-Collector, and (2) carry out the duties and responsibilities of issuing motor vehicle registration for the Entity’s internal fleet of vehicles.
4. Entity agrees to process Texas motor vehicle registrations only for vehicles in the Entity’s internal fleet for which a renewal notice is included, which was issued by the Texas Department of Motor Vehicles, Title and Registration Division, and which bear the further indicators of Dallas County, Texas, and John R. Ames as Tax Assessor-Collector. Additionally, Entity may only issue vehicle registrations for vehicles with valid and proper proof of financial responsibility, i.e. valid liability insurance, upon verification of valid and timely state motor vehicle inspection, and only for registrations due either for the current month, or for one of the months either immediately preceding or immediately following the current month. By way of example: For registration renewals during the month of March, Entity shall only be authorized to process the registration if it was due for renewal in February, March or April, of the same year. Entity understands



and agrees that renewal notices presented to them with a gross weight of 55,000 pounds or more must also be accompanied by proof of compliance in the form of a Heavy Use Tax Form 2290. Entity must initial and write "heavy use tax verified" on the renewal notice.

5. Tax Assessor-Collector shall from time-to-time publish and disseminate to Entity periodic bulletins outlining the processes and procedural requirements for processing Texas motor vehicle registrations on behalf of County, with particular emphasis on the requirements, methods and deadlines for reporting and accounting for transactions done by Entity. Failure to comply with all such guidelines and requirements may be grounds for termination of this Agreement, at the sole discretion of the Tax Assessor-Collector.
6. Entity may only remit payment in the form of ACH for vehicle registration transactions to the Tax Assessor-Collector representing those transactions processed by Entity during the designated reporting period. Failure by Entity to remit proper funds to Tax Assessor-Collector shall be grounds for the suspension of this Agreement and proper legal action for recovery. During any period of substantial default, Tax Assessor-Collector may elect to not issue additional inventory.
7. All inventories supplied shall be subject to routine, as well as random, audits by the Office of the Tax Assessor-Collector. Should discrepancies be discovered, Tax Assessor-Collector will notify Entity of such discrepancies, and Entity shall have no more than seven (7) calendar days to research and to rectify the discrepancies. Voided transactions must be documented in strict accordance with Tax Office protocol. Voided receipts must be sent to the Tax Office with the weekly report.
8. Entity shall submit weekly WebAgent generated reports and processed renewal notices to the Tax Assessor-Collector as per the strict reporting schedule and requirements of the Tax Assessor-Collector's Office.
9. Entity agrees that it may charge and remit only the fees for motor vehicle registration transactions, as approved by the Tax Assessor Collector and/or Texas Department of Motor Vehicles. No additional fees shall be added for any circumstance or reason.
10. Entity agrees, at its' cost and expense, to provide a bond payable to the Dallas County Tax Assessor-Collector in the amount of \$15,000.00. Said bond shall secure Entity's performances under this Agreement conducted from its' place(s) of business, specifically located at City of Mesquite, 1101 E. Main Street, Mesquite, TX 75149.
11. County shall only furnish and issue inventory and supplies to one of the Entity's Designated Liaisons, or to such other persons that are identified to, and approved by, Tax Assessor-Collector as described in Paragraph 3. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Entity accepts full responsibility for the safekeeping of all supplies and inventory provided by Tax Assessor-Collector, and further assumes full liability for loss or misappropriation of any such materials.
12. Entity agrees to use the inventory in the order of numerical sequence. All sequential and voided forms not properly processed shall be sent back to the Tax Assessor-Collector within seven (7) calendar days of the effective date of the void. All such voided forms not returned per the mandates of this agreement must be duly accounted for in writing, stating with particularity the reason why they are not returned or otherwise accounted for.
13. **SOVEREIGN IMMUNITY**
This Agreement is expressly made subject to County and Entity's sovereign immunities, Title 5 of the Texas Civil Remedies Code, and all applicable and related sovereign protections. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunity from suit or from liability that the parties have might by operation of law. Nothing in this Agreement is



intended to benefit any third-party beneficiary.

14. **TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, ENTITY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND THE DALLAS COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, INCLUDING CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH LOSS, CLAIM, DEMAND OR CAUSE OF ACTION RESULTED FROM THE PERFORMANCE OR NON-PERFORMANCE OF ENTITY OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES PURSUANT TO THE TERMS OF THIS AGREEMENT.**
15. This Agreement is entire as to all of the performances to be rendered. 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.
16. Entity agrees to notify County's Tax Assessor-Collector of any change in the location of its' designated place of business, as identified in Paragraph 10 above, or of any change in the Designated Liaison, as required by Paragraph 3, within seven (7) calendar days of such change. Notice shall be provided as prescribed in Paragraph 17 below. Failure to provide timely notices, as provided for in this Paragraph, and the obtaining prior approval of the Tax Assessor-Collector before effecting those changes, could result in termination of this Agreement at the discretion of the Tax Assessor-Collector.
17. Upon thirty (30) days written notice duly given, either party may terminate this Agreement. In the event of termination, Entity shall immediately cease processing all motor vehicle registration transactions on behalf of the Tax Assessor-Collector, and further return all inventories and supplies to County.
18. Notice provided under this Agreement shall be in writing and transmitted by any commercially acceptable medium of postal transmission, postage prepaid, and addressed as follows::

COUNTY:

John R. Ames, CTA
Dallas County Tax Assessor/Collector
1201 Elm Street, Suite 2600
Dallas, Texas 75270

ENTITY:

Cliff Keheley
City Manager
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

19. This Agreement shall be construed in full accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this Agreement shall lie in Dallas County, Texas.
20. Pursuant to Section 2270.002 of the Texas Government Code, Entity verifies that it:
 - a) Does not boycott Israel; and
 - b) Will not boycott Israel during the term of this contract.
21. Neither party may sell, assign, delegate, transfer or otherwise circumvent its rights and responsibilities under this Agreement. Any attempt to do so without proper approval of the Tax Assessor-Collector shall constitute a material breach of this Agreement, and render it null and void for all purposes.



22. 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 County and Entity. Entity acknowledges that it is an independent contractor and that it will be rendering all services under this Agreement as an independent contractor.
23. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.
24. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the County, Entity and the Dallas County Tax Assessor-Collector.
25. Entity and County represent that each has the full right, power and authority to enter and perform this agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

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

COUNTY OF DALLAS

CITY OF MESQUITE

Clay Lewis Jenkins
County Judge

Cliff Keheley, City Manager

Printed Name and Title

John R. Ames
Dallas County Tax Assessor-Collector

**APPROVED AS TO FORM:
FAITH JOHNSON,
CRIMINAL DISTRICT ATTORNEY**

Chong Choe
Asst. District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).