

**MOTOR VEHICLE LICENSE AGREEMENT**  
**MBGV LP DBA Mercedes-Benz of Grapevine**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**MBGV LP DBA Mercedes-Benz of Grapevine**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: MBGV LP  
DBA Mercedes-Benz of Grapevine  
1300 Texan Trail  
Grapevine, TX 76051

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
MBGV LP  
DBA Mercedes-Benz of Grapevine

By: Anna Smith  
Signature

ANNA SMITH  
Printed Name

Corporate Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



EXHIBIT "A"

MBGV LP  
DBA Mercedes-Benz of Grapevine  
1300 Texan Trail  
Grapevine, TX 76051



# 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.

MBGV LP DBA Mercedes-Benz of Grapevine  
Grapevine, TX United States

Certificate Number:  
2022-901814

Date Filed:  
06/21/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

3  
Transfer of title on New and Preowned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is ANN SMITH, and my date of birth is 12/5/66.

My address is 1613 BAR HARBOR DR, FLOWER MOUND TX, 75028, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of Texas, on the 21 day of June, 2022.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# 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.

MBGV LP DBA Mercedes-Benz of Grapevine  
Grapevine, TX United States

Certificate Number:  
2022-901814

Date Filed:  
06/21/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

Date Acknowledged:  
08/05/2022

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.

3

Transfer of title on New and Preowned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**Moritz Chevrolet Ltd DBA Moritz Chevrolet, Moritz Chrysler/Jeep Ltd DBA Moritz**  
**Chrysler/Jeep/Dodge, Moritz Imports Ltd DBA Moritz Kia, Moritz Imports II Ltd DBA Moritz**  
**Kia, Moritz Imports III Ltd DBA Moritz Kia of Alliance**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

**Moritz Chevrolet Ltd DBA Moritz Chevrolet, Moritz Chrysler/Jeep Ltd DBA Moritz**  
**Chrysler/Jeep/Dodge, Moritz Imports Ltd DBA Moritz Kia, Moritz Imports II Ltd DBA Moritz**  
**Kia, Moritz Imports III Ltd DBA Moritz Kia of Alliance**  
**("Dealer").**

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

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

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2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
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6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

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Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

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11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Moritz Chevrolet Ltd DBA Moritz Chevrolet, Moritz Chrysler/Jeep  
Ltd DBA Moritz Chrysler/Jeep/Dodge, Moritz Imports Ltd DBA  
Moritz Kia, Moritz Imports II Ltd DBA Moritz Kia, Moritz Imports  
III Ltd DBA Moritz Kia of Alliance  
9101 Spur 580 W  
Fort Worth, TX 76116

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

DEALER:

Moritz Chevrolet Ltd DBA Moritz Chevrolet,  
Moritz Chrysler/Jeep Ltd DBA Moritz  
Chrysler/Jeep/Dodge, Moritz Imports Ltd DBA  
Moritz Kia, Moritz Imports II Ltd DBA Moritz  
Kia, Moritz Imports III Ltd DBA Moritz Kia of  
Alliance

By: Dottie Simmons  
Signature

Dottie Simmons  
Printed Name

Controller/Secretary  
Title

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Moritz Chevrolet Ltd DBA Moritz Chevrolet  
Moritz Chrysler/Jeep Ltd DBA Moritz Chrysler/Jeep/Dodge  
Moritz Imports Ltd DBA Moritz Kia  
Moritz Imports II Ltd DBA Moritz Kia  
Moritz Imports III Ltd DBA Moritz Kia of Alliance  
9101 Spur 580 W  
Fort Worth, TX 76116



# 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.

Moritz Dealerships of Fort Worth/Hurst  
Fort Worth, TX United States

Certificate Number:  
2022-918859

Date Filed:  
08/05/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

Date Acknowledged:

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.

54

Transfer of title on New and Pre-Owned vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



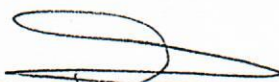
### 6 UNSWORN DECLARATION

My name is Dottie Simmons, and my date of birth is 9-6-1957.

My address is 106 Allison Rd Springtown TX 76082 Parker  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 5 day of August, 2022.  
(month) (year)

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

# 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.

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Fort Worth, TX United States

Certificate Number:  
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08/08/2022

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4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**Nichols Ford Ltd DBA AutoNation Ford South Fort Worth**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**Nichols Ford Ltd DBA AutoNation Ford South Fort Worth**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**AGREEMENT:**

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2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
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7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Nichols Ford Ltd  
DBA AutoNation Ford South Fort Worth  
5000 Bryant Irvin Rd  
Fort Worth, TX 76132

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
Nichols Ford Ltd  
DBA AutoNation Ford South Fort Worth

By: James J. Murphy  
Signature

James J. Murphy  
Printed Name

V.P. of Finance  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



EXHIBIT "A"

Nichols Ford Ltd  
DBA AutoNation Ford South Fort Worth  
5000 Bryant Irvin Rd  
Fort Worth, TX 76132

1 of 1

Version V1.1.191b5cdc



# 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.**

Nichols Ford Ltd DBA AutoNation Ford South Fort Worth  
Fort Worth, TX United States

Certificate Number:  
2022-926980

Date Filed:  
08/26/2022

Date Acknowledged:  
09/02/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, TX

**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.**

115  
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**Niles Enterprises Inc DBA Fort Worth Motorsports**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

**Niles Enterprises Inc DBA Fort Worth Motorsports**  
**("Dealer").**

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Niles Enterprises Inc  
DBA Fort Worth Motorsports  
5717 Airport Fwy  
Fort Worth, TX 76117

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
Niles Enterprises Inc  
DBA Fort Worth Motorsports

By: [Signature]  
Signature

Bradley Niles  
Printed Name

Owner  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Niles Enterprises Inc  
DBA Fort Worth Motorsports  
5717 Airport Fwy  
Fort Worth, TX 76117



# 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

Certificate Number:  
2022-918213

Date Filed:  
08/03/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Niles Enterprises Inc DBA Fort Worth Motorsports  
Haltom City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

82

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



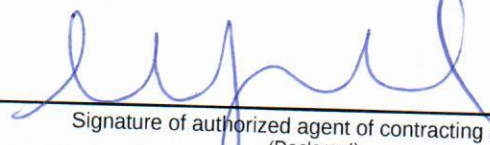
## 6 UNSWORN DECLARATION

My name is Erika Granado, and my date of birth is 8/13/1991.

My address is 5625 Wheaton Dr. (street), Ft. Worth (city), TX (state), 76133 (zip code), Tarrant (country).

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

Executed in Tarrant County, State of TX, on the 3 day of Aug, 20 22.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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

Certificate Number:  
2022-918213

Date Filed:  
08/03/2022

Date Acknowledged:  
08/11/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Niles Enterprises Inc DBA Fort Worth Motorsports  
Haltom City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

82  
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**No Limits Powersports LLC DBA American Motorcycle Trading Company**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**No Limits Powersports LLC DBA American Motorcycle Trading Company**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: No Limits Powersports LLC  
DBA American Motorcycle Trading Company  
3201 Airport Fwy  
Bedford, TX 76021

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
No Limits Powersports LLC  
DBA American Motorcycle Trading Company

By: SLW  
Signature

Steven Richards  
Printed Name

Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



EXHIBIT "A"

No Limits Powersports LLC  
DBA American Motorcycle Trading Company  
3201 Airport Fwy  
Bedford, TX 76021

# 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

Certificate Number:  
2022-923058

Date Filed:  
08/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

No Limits Powersports LLC DBA American Motorcycle Trading Company  
Bedford, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

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.

5  
transfer of title on new and pre-owned vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Steven Richards, and my date of birth is 1 May 1966.

My address is 2219 Trinity Springs Dr. Carrollton TX 75007 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 16 day of Aug, 20 22.  
(month) (year)

SLW  
Signature of authorized agent of contracting business entity  
(Declarant)



# 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.

No Limits Powersports LLC DBA American Motorcycle Trading Company  
Bedford, TX United States

Certificate Number:  
2022-923058

Date Filed:  
08/16/2022

Date Acknowledged:  
08/24/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

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.

5  
transfer of title on new and pre-owned vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**North Fort Worth Dealership Acquisition LP DBA Hiley Acura of Fort Worth**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**North Fort Worth Dealership Acquisition LP DBA Hiley Acura of Fort Worth**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: North Fort Worth Dealership Acquisition LP  
DBA Hiley Acura of Fort Worth  
3125 NE Loop 820  
Fort Worth, TX 76137

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
North Fort Worth Dealership Acquisition LP  
DBA Hiley Acura of Fort Worth

By: [Signature]  
Signature

Ryan A Wissne  
Printed Name

Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

North Fort Worth Dealership Acquisition LP  
DBA Hiley Acura of Fort Worth  
3125 NE Loop 820  
Fort Worth, TX 76137



# 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

Certificate Number:  
2022-901346

Date Filed:  
06/20/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NORTH FORT WORTH DEALERSHIP ACQUISITION LP DBA HILEY ACURA OF FORT FORT WORTH, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

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.

24

TRANSFER OF TITLE ON NEW AND PRE-OWNED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is RYAN A WISSNER, and my date of birth is 10/24/1971.

My address is 1126 ETOW DR (street), RICHARDSON (city), TX (state), 75080 (zip code), USA (country).

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

Executed in TARRANT County, State of TEXAS, on the 20th day of JUNE, 2022.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

# 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

Certificate Number:  
2022-901346

Date Filed:  
06/20/2022

Date Acknowledged:  
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NORTH FORT WORTH DEALERSHIP ACQUISITION LP DBA HILEY ACURA OF FORT  
FORT WORTH, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

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.

24

TRANSFER OF TITLE ON NEW AND PRE-OWNED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**PPPGV LP DBA Porsche Grapevine**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**PPPGV LP DBA Porsche Grapevine**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: PPPGV LP  
DBA Porsche Grapevine  
1300 Texan Trail  
Grapevine, TX 76051

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
PPPGV LP  
DBA Porsche Grapevine

By: Anna Smith  
Signature

Anna Smith  
Printed Name

Corporate Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



# 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.

PPPGV LP DBA Porsche Grapevine  
Grapevine, TX United States

Certificate Number:

2022-901816

Date Filed:

06/21/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

490

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.




### 6 UNSWORN DECLARATION

My name is ANNIE SMITH, and my date of birth is 12/5/66.

My address is 1613 BAR HARBOR DR, FLOWER MOUND, TX 75088 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS, on the 21 day of June, 2022.  
(month) (year)

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

# 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.

PPPGV LP DBA Porsche Grapevine  
Grapevine, TX United States

Certificate Number:  
2022-901816

Date Filed:  
06/21/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

Date Acknowledged:  
08/08/2022

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.

490  
Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**RM&P Auto Group LLC DBA Fort Worth Mitsubishi**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

**RM&P Auto Group LLC DBA Fort Worth Mitsubishi**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: RM&P Auto Group LLC  
DBA Fort Worth Mitsubishi  
8000 West Fwy  
Fort Worth, TX 76108

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

APPROVED AS TO FORM:

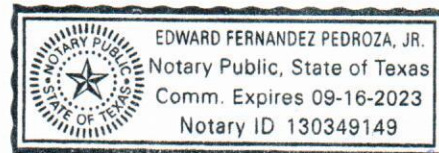
By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

DEALER:  
RM&P Auto Group LLC  
DBA Fort Worth Mitsubishi

By: [Signature]  
Signature

Michal Blehm  
Printed Name

Controller  
Title



Edward Fernandez Pedroza Jr.

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



EXHIBIT "A"

RM&P Auto Group LLC  
DBA Fort Worth Mitsubishi  
8000 West Fwy  
Fort Worth, TX 76108

# 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

Certificate Number:  
2022-922892

Date Filed:  
08/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RM&P Auto Group LLC dba Fort Worth Mitsubishi  
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

49

Transfer of title on New and Used Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



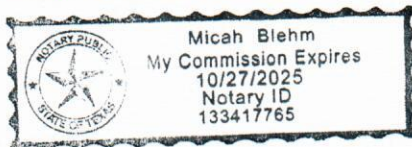
## 6 UNSWORN DECLARATION

My name is Micah Blehm, and my date of birth is 09/21/1988.

My address is 8000 W. Freeway, Fort Worth, TX, 76108, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 16 day of August, 2022.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# 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.

RM&P Auto Group LLC dba Fort Worth Mitsubishi  
Fort Worth, TX United States

Certificate Number:  
2022-922892

Date Filed:  
08/16/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

Date Acknowledged:  
08/17/2022

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.

49

Transfer of title on New and Used Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**RML Burleson LLC DBA Burleson Honda**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**RML Burleson LLC DBA Burleson Honda**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: RML Burleson LLC  
DBA Burleson Honda  
632 N Burleson Blvd  
Burleson, TX 76028

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:

RML Burleson LLC  
DBA Burleson Honda

By: \_\_\_\_\_  
Signature

Laura Petz  
Printed Name

Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

RML Burleson LLC  
DBA Burleson Honda  
632 N Burleson Blvd  
Burleson, TX 76028



# 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.

RML Burleson LLC DBA Burleson Honda  
Burleson, TX United States

Certificate Number:  
2022-910282

Date Filed:  
07/14/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County Texas

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.

41  
Transfer of title on New and Pre-Owned Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



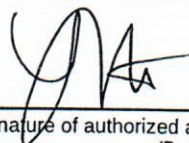
### 6 UNSWORN DECLARATION

My name is Laura Pettis, and my date of birth is 7-16-76.

My address is 940 Herby Del Tr, Azle, Tx, 74020, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Tx, on the 14 day of July, 2022  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# 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

Certificate Number:  
2022-910282

Date Filed:  
07/14/2022

Date Acknowledged:  
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RML Burleson LLC DBA Burleson Honda  
Burleson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County Texas

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.

41

Transfer of title on New and Pre-Owned Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**RML Fort Worth TX LLC DBA Fort Worth Nissan**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**RML Fort Worth TX LLC DBA Fort Worth Nissan**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: RML Fort Worth TX LLC  
DBA Fort Worth Nissan  
3451 W Loop 820 South  
Fort Worth, TX 76116

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
RML Fort Worth TX LLC  
DBA Fort Worth Nissan

By: [Signature]  
Signature

Harla Lorenzen  
Printed Name

Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



EXHIBIT "A"

RML Fort Worth TX LLC  
DBA Fort Worth Nissan  
3451 W Loop 820 South  
Fort Worth, TX 76116

# 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

Certificate Number:  
2022-918771

Date Filed:  
08/04/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RML FORT WORTH TX LLC DBA FORT WORTH NISSAN  
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

46

TRANSFER OF TITLE ON NEW AND USED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



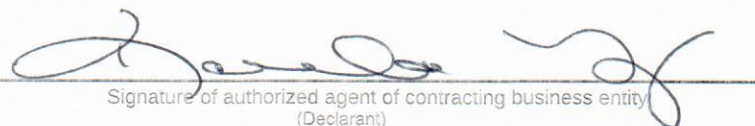
### 6 UNSWORN DECLARATION

My name is Harla Lorenzen, and my date of birth is 3-17-1967

My address is 3451 W Loop 820S, Fort Worth TX, 76116 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 10 day of Aug, 20 22.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# 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

Certificate Number:  
2022-918771

Date Filed:  
08/04/2022

Date Acknowledged:  
08/15/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RML FORT WORTH TX LLC DBA FORT WORTH NISSAN  
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

46

TRANSFER OF TITLE ON NEW AND USED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**Sewell Corporation of Ft Worth DBA Sewell Lexus of Fort Worth**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**Sewell Corporation of Ft Worth DBA Sewell Lexus of Fort Worth**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Sewell Corporation of Ft Worth  
DBA Sewell Lexus of Fort Worth  
3890 W Northwest Hwy Ste 500  
Dallas, TX 75220

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
Sewell Corporation of Ft Worth  
DBA Sewell Lexus of Fort Worth

By: Trey Knepp  
Signature

Trey Knepp  
Printed Name

VP Finance and Accounting  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Sewell Corporation of Ft Worth  
DBA Sewell Lexus of Fort Worth  
3890 W Northwest Hwy Ste 500  
Dallas, TX 75220



# 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

Certificate Number:  
2022-917998

Date Filed:  
08/03/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sewell Corporation of Ft Worth DBA Sewell Lexus of Fort Worth  
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

12  
Transfer of title on new and preowned vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Dewitt "Trey" Knapp III, and my date of birth is 3/3/1979.

My address is 1105 Del Mar Drive, Southlake, TX, 76092, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of Texas, on the 3rd day of August, 2022.  
(month) (year)

Trey Knapp  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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.**

Sewell Corporation of Ft Worth DBA Sewell Lexus of Fort Worth  
Fort Worth, TX United States

Certificate Number:  
2022-917998

Date Filed:  
08/03/2022

Date Acknowledged:  
08/08/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, TX

**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.**

12  
Transfer of title on new and preowned vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**Sewell FW LLC DBA Sewell Infiniti of Fort Worth**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**Sewell FW LLC DBA Sewell Infiniti of Fort Worth**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Sewell FW LLC  
DBA Sewell Infiniti of Fort Worth  
3890 W Northwest Hwy Ste 500  
Dallas, TX 75220

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
Sewell FW LLC  
DBA Sewell Infiniti of Fort Worth

By: Trey Knapp  
Signature

Trey Knapp  
Printed Name

VP Finance and Accounting  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



# 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.

Sewell FW LLC DBA Sewell Infiniti of Fort Worth  
Fort Worth, TX United States

Certificate Number:  
2022-917990

Date Filed:  
08/03/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

14

Transfer of title on New and Pre-owned vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.




### 6 UNSWORN DECLARATION

My name is Dewitt "Trey Knapp" III and my date of birth is 3/3/1979

My address is 1105 Del Mar Drive, Southlake, TX, 76092 USA  
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of Texas, on the 3rd day of August, 2022  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# 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.**

Sewell FW LLC DBA Sewell Infiniti of Fort Worth  
Fort Worth, TX United States

Certificate Number:  
2022-917990

Date Filed:  
08/03/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, TX

Date Acknowledged:  
08/08/2022

**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.**

14  
Transfer of title on New and Pre-owned vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**Sewell Village Cadillac Company Inc DBA Sewell Cadillac of Grapevine**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**Sewell Village Cadillac Company Inc DBA Sewell Cadillac of Grapevine**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Sewell Village Cadillac Company Inc  
DBA Sewell Cadillac of Grapevine  
3890 W Northwest Hwy Ste 500  
Dallas, TX 75220

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
Sewell Village Cadillac Company Inc  
DBA Sewell Cadillac of Grapevine

By: Trey Kump  
Signature

Trey Kump  
Printed Name

VP Finance and Accounting  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



EXHIBIT "A"

Sewell Village Cadillac Company Inc  
DBA Sewell Cadillac of Grapevine  
3890 W Northwest Hwy Ste 500  
Dallas, TX 75220

# 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

Certificate Number:  
2022-917987

Date Filed:  
08/03/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sewell Village Cadillac Company Inc DBA Sewell Cadillac of Grapevine  
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

11

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Dewitt "Trey" Knapp III, and my date of birth is 3/3/1979.

My address is 1105 Del Mar Drive, Southlake, TX, 76092, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of Texas, on the 3rd day of August, 2022.  
(month) (year)

Trey Knapp  
Signature of authorized agent of contracting business entity  
(Declarant)



# 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

Certificate Number:  
2022-917987

Date Filed:  
08/03/2022

Date Acknowledged:  
08/08/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sewell Village Cadillac Company Inc DBA Sewell Cadillac of Grapevine  
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

11

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**Texan Ford Sales Ltd DBA AutoNation Ford Arlington**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**Texan Ford Sales Ltd DBA AutoNation Ford Arlington**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Texan Ford Sales Ltd  
DBA AutoNation Ford Arlington  
5000 Bryant Irvin Rd  
Fort Worth, TX 76132

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:

Texan Ford Sales Ltd  
DBA AutoNation Ford Arlington

By: James J. Murphy  
Signature

James J. Murphy  
Printed Name

V.P. of Finance  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Texan Ford Sales Ltd  
DBA AutoNation Ford Arlington  
5000 Bryant Irvin Rd  
Fort Worth, TX 76132



# 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

Certificate Number:  
2022-926977

Date Filed:  
08/26/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texan Ford Sales Ltd DBA AutoNation Ford Arlington  
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

63  
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Laura Watson, and my date of birth is 2/12/75.

My address is 1288 Viento Oaks Ln, Fort Worth, TX, 76135, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 26 day of August, 20 22.  
(month) (year)

Laura Watson  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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

Certificate Number:  
2022-926977

Date Filed:  
08/26/2022

Date Acknowledged:  
09/02/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texan Ford Sales Ltd DBA AutoNation Ford Arlington  
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

63

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)



**TARRANT COUNTY INTERDEPARTMENTAL  
MEMORANDUM OF UNDERSTANDING  
MOTOR VEHICLE LICENSES**

THIS AGREEMENT or MOU is entered effective the 1st day of September 2022, between different departments of the County of Tarrant: The Office of the Tarrant County Tax Assessor-Collector ["Tax Office"] and The County Transportation Services Department's Central Garage ["Central Garage"]. The purpose of this MOU is to efficiently facilitate the lawful issuance of registration stickers for County-owned vehicles that have been properly inspected, for the convenience of both County departments entering this MOU.

It is agreed that:

1. Tax Office agrees to:

- a. Provide Central Garage with access to WebSub for motor vehicle registrations.
- b. Supply Central Garage with numbered forms and supplies as needed for issuance.
- c. Provide training before the deputation of Central Garage's Liaison and at other times as appropriate.
- d. Provide clear expectations with regards to record keeping and reports/
- e. Notify Central Garage in writing of any missing and unaccounted for supplies.
- f. Communicate in good faith to resolve any disputes that arise with an eye toward amicable resolution.

2. Central Garage agrees to:

- a. Inspect County-owned vehicles and issue registration stickers regarding inspected County-owned vehicles and only upon payment of proper fees, all in accordance with applicable laws and with the rules set out by Tax Office.
- b. Provide weekly reports to Tax Office, including information reasonably required by Tax Office and in the format requested by Tax Office.
- c. Designate the Fleet Manager as the initial Liaison to be deputized by the Tax Assessor-Collector, said Liaison to oversee the Central Garage obligations and functions under this MOU. When Central Garage deems appropriate, Central Garage may designate a different Liaison to assume the duties of the initial Liaison/
- d. Notify Tax Office in writing of any change of Designated Liaison within 14 days of such change. The new Liaison will accept this agreement in writing within 14 days of appointment as Liaison, or another Liaison will promptly be designated/
- e. Keep Tax Office informed of who (one or more persons) at Central Garage has been approved by Liaison to issue stickers and inform Tax Office in writing of the identity of anyone approved before the approved person is authorized to start issuing stickers.
- f. Keep all forms and supplies secure at Central Garage in a manner acceptable to both Tax Office and Central Garage.
- g. Through Liaison, personally approve all individuals who will be receiving supplies and issuing registrations under Central Garage's deputation/
- h. Through Liaison or Liaison's designee, inventory supplies prior to accepting delivery.



- i. Account for supplies and forms: Central Garage assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Office will notify Central Garage in writing of any missing and unaccounted for supplies and Central Garage shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within 7 days of the Tax Assessor-Collector's notice.
  - j. Submit Texas Department of Motor Vehicle WebSub generated reports and processed renewal notices to Tax Office at least every 14 days.
  - k. Use the inventory in numerical sequence and return all void and faulty forms and reports to Tax Office in a timely fashion.
  - l. Communicate in good faith to resolve any disputes that arise with an eye toward amicable resolution.
3. Central Garage's operation hereunder is subject to audit by Tax Office at any time during normal business hours of Central Garage and at a mutually agreed upon location.
  4. Either department party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other department. Within 7 days after the date of termination, Central Garage shall return to Tax Office all outstanding inventory, supplies, together with payment of motor vehicle fees due and a final report as provided for in Paragraph 2.J.
  5. 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 department as set forth below, or delivered in person, unless the receiving department shall agree to receive a notice by email or other format of written notice:

TAX OFFICE:

Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

CENTRAL GARAGE:

Joylee Russell  
Fleet Manager  
Tarrant County Transportation Department/Central Garage  
Fleet Manager  
2650 Premier St  
Fort Worth, TX 76111

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

6. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each department or terminated voluntarily as set out in Paragraph 4 above.




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

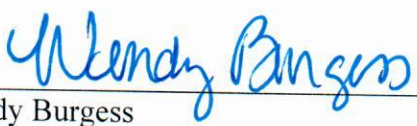
COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

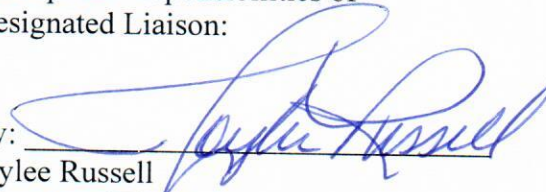
TRANSPORTATION SERVICES DEPARTMENT  
CENTRAL GARAGE:

By:   
Randall Skinner  
Director

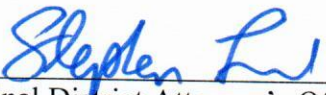
TAX ASSESSOR-COLLECTOR:

By:   
Wendy Burgess  
Tarrant County

I accept the responsibilities of  
Designated Liaison:

By:   
Joylee Russell  
Director of Fleet Management  
Initial Designated Liaison

APPROVED AS TO FORM:

By:   
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

## **MOTOR VEHICLE LICENSE AGREEMENT**

**TX Motors of North Richland Hills DBA AutoNation Chrysler Dodge Jeep Ram North Richland Hills**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

**TX Motors of North Richland Hills DBA AutoNation Chrysler Dodge Jeep Ram North Richland Hills**  
**("Dealer").**

### **RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

### **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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: TX Motors of North Richland Hills  
DBA AutoNation Chrysler Dodge Jeep Ram North Richland Hills  
5000 Bryant Irvin Rd  
Fort Worth, TX 76132

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:

TX Motors of North Richland Hills  
DBA AutoNation Chrysler Dodge Jeep Ram  
North Richland Hills

By: James J. Murphy  
Signature

James J. Murphy  
Printed Name

V.P. Finance Western Region  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

TX Motors of North Richland Hills  
DBA AutoNation Chrysler Dodge Jeep Ram North Richland Hills  
5000 Bryant Irvin Rd  
Fort Worth, TX 76132



# 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

Certificate Number:  
2022-930680

Date Filed:  
09/07/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TX Motors of North Richland Hills DBA AutoNation Chrysler Dodge Jeep Ram North Richland Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

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.

38

Transfer of title on New and Used Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



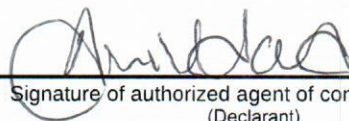
## 6 UNSWORN DECLARATION

My name is April Hood, and my date of birth is 4/29/85.

My address is 273 Kennedy Drive, Crowley, TX, 76036, Tarrant  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 7 day of September, 2022  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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.

TX Motors of North Richland Hills DBA AutoNation Chrysler Dodge Jeep Ram North Richland Fort Worth, TX United States

Certificate Number:  
2022-930680

Date Filed:  
09/07/2022

Date Acknowledged:  
09/15/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

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.

38  
Transfer of title on New and Used Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**UDM Company LLC DBA BMW of Grapevine**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

**UDM Company LLC DBA BMW of Grapevine**  
**("Dealer").**

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: UDM Company LLC  
DBA BMW of Grapevine  
3890 W Northwest Hwy Ste 500  
Dallas, TX 75220

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
UDM Company LLC  
DBA BMW of Grapevine

By: Trey Knepp  
Signature

Trey Knepp  
Printed Name

VP Finance and Accounting  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



EXHIBIT "A"

UDM Company LLC  
DBA BMW of Grapevine  
3890 W Northwest Hwy Ste 500  
Dallas, TX 75220

# 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

Certificate Number:  
2022-917977

Date Filed:  
08/03/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

UDM Company LLC DBA BMW of Grapevine  
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

65

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



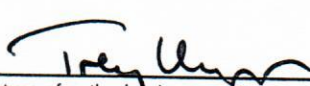
### 6 UNSWORN DECLARATION

My name is Dewitt "Trey" Knapp III, and my date of birth is 3/3/1979.

My address is 1105 Del Mar Drive, Southlake, TX, 76092 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 3<sup>rd</sup> day of August, 2022.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# 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

Certificate Number:  
2022-917977

Date Filed:  
08/03/2022

Date Acknowledged:  
08/05/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

UDM Company LLC DBA BMW of Grapevine  
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

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.

65

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)

## **MOTOR VEHICLE LICENSE AGREEMENT**

### **United Recreation & Mobile Home Center Inc DBA United RV Center/United Recreation Center (DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**United Recreation & Mobile Home Center Inc DBA United RV Center/United Recreation Center**  
("Dealer").

#### **RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

#### **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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: United Recreation & Mobile Home Center Inc  
DBA United RV Center/United Recreation Center  
5100 Airport Fwy  
Fort Worth, TX 76117

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:

United Recreation & Mobile Home Center Inc  
DBA United RV Center/United Recreation  
Center

By: Marie Bailey  
Signature

Marie Bailey  
Printed Name

Office Manager  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

# 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

Certificate Number:  
2022-896871

Date Filed:  
06/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
United Recreation & Mobile Home Center Inc dba United RV Center/United Recreation Center  
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
TARRANT COUNTY, TX

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.

109

Transfer of title on New and Pre-Owned Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Marie Bailey, and my date of birth is 12/26/53.

My address is 5100 Airport Fwy, Fort Worth, TX, 76117, US.  
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS, on the 20<sup>th</sup> day of June, 2022.  
(month) (year)

Marie Bailey  
Signature of authorized agent of contracting business entity  
(Declarant)



# 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

Certificate Number:  
2022-896871

Date Filed:  
06/08/2022

Date Acknowledged:  
08/08/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

United Recreation & Mobile Home Center Inc dba United RV Center/United Recreation Center  
Fort Worth, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

TARRANT COUNTY, TX

**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.**

109

Transfer of title on New and Pre-Owned Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**Vandergriff Automotive II LLC DBA Vandergriff Toyota**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

**Vandergriff Automotive II LLC DBA Vandergriff Toyota**  
**("Dealer").**

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Vandergriff Automotive II LLC  
DBA Vandergriff Toyota  
1000 W I 20  
Arlington, TX 76017

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
Vandergriff Automotive II LLC  
DBA Vandergriff Toyota

By: [Signature]  
Signature

Matthew J. Lehman  
Printed Name

Controller  
Title

APPROVED AS TO FORM:

By: [Signature]  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

# 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

Certificate Number:  
2022-897779

Date Filed:  
06/10/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vandergriff Automotive II LLC DBA Vandergriff Toyota  
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

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.

142

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Berkshire Hathaway Automotive Inc.	Irving, TX United States	X	
	Evans, Charles	Arlington, TX United States	X	
	LKR Irrevocable - Watercolor Trust	Irving, TX United States	X	

5 Check only if there is NO Interested Party. ☐

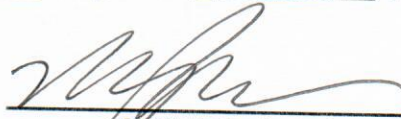
### 6 UNSWORN DECLARATION

My name is Matthew J. Lehman, and my date of birth is 05/09/1977.

My address is 2409 Meadow Creek (street), Bedford (city), TX (state), 76021 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 10<sup>th</sup> day of June, 2022.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# 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

Certificate Number:  
2022-897779

Date Filed:  
06/10/2022

Date Acknowledged:  
08/08/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vandergriff Automotive II LLC DBA Vandergriff Toyota  
Arlington, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, Texas

**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.**

142  
Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Berkshire Hathaway Automotive Inc.	Irving, TX United States	X	
	Evans, Charles	Arlington, TX United States	X	
	LKR Irrevocable - Watercolor Trust	Irving, 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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**Vandergriff Chevrolet II LLC DBA Vandergriff Chevrolet**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**Vandergriff Chevrolet II LLC DBA Vandergriff Chevrolet**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Vandergriff Chevrolet II LLC  
DBA Vandergriff Chevrolet  
PO Box 180189  
Arlington, TX 76096

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:

Vandergriff Chevrolet II LLC  
DBA Vandergriff Chevrolet

By: Chrise Garcia  
Signature

Chrise Garcia  
Printed Name

Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

# 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

Certificate Number:  
2022-896870

Date Filed:  
06/08/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vandergriff Chevrolet II LLC DBA Vandergriff Chevrolet  
Arlington, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, Texas

**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.**

491

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



**6 UNSWORN DECLARATION**

My name is Corise Garcia, and my date of birth is 2/2/82.

My address is 1501 Hunter Ct., Keller, TX, 76248, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 9 day of June, 2022.  
(month) (year)

Corise Garcia  
Signature of authorized agent of contracting business entity  
(Declarant)



# 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.**

Vandergriff Chevrolet II LLC DBA Vandergriff Chevrolet  
Arlington, TX United States

Certificate Number:  
2022-896870

Date Filed:  
06/08/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, Texas

Date Acknowledged:  
08/08/2022

**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.**

491

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)

**MOTOR VEHICLE LICENSE AGREEMENT**  
**Vandergriff Hyundai II LLC DBA Vandergriff Hyundai**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and  
**Vandergriff Hyundai II LLC DBA Vandergriff Hyundai**  
("Dealer").

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Vandergriff Hyundai II LLC  
DBA Vandergriff Hyundai  
PO Box 180189  
Arlington, TX 76096

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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



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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
Vandergriff Hyundai II LLC  
DBA Vandergriff Hyundai

By: Cerise Garcia  
Signature

Cerise Garcia  
Printed Name

Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

Vandergriff Hyundai II LLC  
DBA Vandergriff Hyundai  
1200 W I 20  
Arlington, TX 76017



# CERTIFICATE OF INTERESTED PARTIES

FORM 1 9 5

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

Certificate Number:  
2022-896874

Date Filed:  
06/08/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vandergriff Hyundai II LLC DBA Vandergriff Hyundai  
Arlington, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, TX

**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.**

29

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



**6 UNSWORN DECLARATION**

My name is Cerise Garcia, and my date of birth is 2/2/82.

My address is 1501 Hunter Ct. Keller TX 76298 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 9 day of June, 2022.  
(month) (year)

Cerise Garcia  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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.**

Vandergriff Hyundai II LLC DBA Vandergriff Hyundai  
Arlington, TX United States

**Certificate Number:**  
2022-896874

**Date Filed:**  
06/08/2022

**Date Acknowledged:**  
08/08/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, TX

**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.**

29

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)



**MOTOR VEHICLE LICENSE AGREEMENT**  
**Vanguard Auto Group LLC DBA Vanguard KIA of Arlington/KIA of Arlington**  
**(DEALER)**

THIS AGREEMENT is entered on this 1<sup>st</sup> day of September 2022 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

**Vanguard Auto Group LLC DBA Vanguard KIA of Arlington/KIA of Arlington**  
**("Dealer").**

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

**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 provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.



6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30<sup>th</sup> calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.



13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. 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 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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: Wendy Burgess, Tarrant County Tax Assessor-Collector  
Administration Building  
100 E Weatherford St  
Fort Worth, TX 76196

DEALER: Vanguard Auto Group LLC  
DBA Vanguard KIA of Arlington/KIA of Arlington  
1501 E IH 20  
Arlington, TX 76018

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. 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.

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

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

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

COUNTY OF TARRANT  
STATE OF TEXAS:

By: \_\_\_\_\_  
B. Glen Whitley  
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess  
Wendy Burgess  
Tarrant County

DEALER:  
Vanguard Auto Group LLC  
DBA Vanguard KIA of Arlington/KIA of  
Arlington

By: [Signature]  
Signature

Melanie Gursous  
Printed Name

Controller  
Title

APPROVED AS TO FORM:

By: Stephen Lund  
Criminal District Attorney's Office\*  
Name: Stephen Lund  
Title: Assistant Criminal District Attorney

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



EXHIBIT "A"

Vanguard Auto Group LLC  
DBA Vanguard KIA of Arlington/KIA of Arlington  
1501 E IH 20  
Arlington, TX 76018

# 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

Certificate Number:  
2022-921785

Date Filed:  
08/12/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vanguard Auto Group LLC DBA Vanguard KIA Of Arlington/KIA of Arlington  
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Tx

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.

73

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



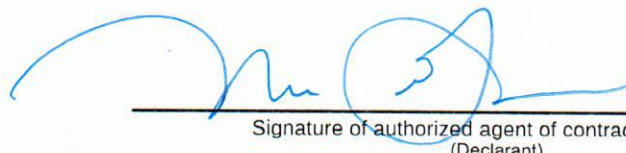
### 6 UNSWORN DECLARATION

My name is Melanie Gunsolus, and my date of birth is 5/18/1981.

My address is 1805 Kris St (street), Mansfield (city), TX (state), 76003 (zip code), (country)

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

Executed in Tarrant County, State of Texas, on the 12 day of Aug, 2022.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# 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

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**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vanguard Auto Group LLC DBA Vanguard KIA Of Arlington/KIA of Arlington  
Arlington, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County, Tx

**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.**

73  
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)