# MOTOR VEHICLE LICENSE AGREEMENT <u>AAA Texas LLC</u> (MERCHANT)

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

## **AAA Texas LLC**

("Merchant").

#### **RECITALS:**

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

#### AGREEMENT:

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

- 1. The parties agree that the Merchant will retain a convenience fee of one dollar for each transaction involving a registration and properly reported under the terms of this Agreement. Said fee is the only compensation Merchant will receive pursuant to this Agreement.
- 2. County agrees to provide Merchant with access to WebSub for motor vehicle registration renewals and supplies for motor vehicle registration renewals. County shall supply the Merchant with sticker paper, as needed for issuance. Under no circumstance will Merchant keep said supplies at any location other than the location to which said supplies are assigned, as listed in Exhibit "A", nor will supplies be shared between any addresses listed in Exhibit "A".
- 3. Merchant shall designate one management employee per location, or for the company, to be designated as the liaison ("Designated Liaison") between the Merchant 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 under the Merchant'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 contact with registrations under the Merchant's deputation. The Designated Liaison will sign an oath of deputation on behalf of the Merchant 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.

Merchant agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 14 of this agreement; should Merchant fail to provide this notice, the County may revoke this agreement.

- 4. Merchant agrees, at Merchant'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 Merchant or \$2,500, whichever is greater, but no more than \$1,000,000. The bond must state that it will provide coverage in the event Merchant fails to timely remit all registration or licensing fees and in the event the Merchant fails to perform as per Merchant's signed agreement with the Tax Assessor-Collector (Obligee).
- 5. County agrees to not furnish any supplies for the account of the Merchant other than 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 3. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Merchant assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. The Tax Assessor-Collector will notify Merchant in writing of any missing and unaccounted for supplies or cash shortages and Merchant shall pay for any missing or unaccounted for supplies unless Merchant rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
- 6. Merchant agrees to sell registrations only to persons presenting the renewal notice issued by the Texas Department of Motor Vehicles and valid insurance and to only make such sales on validations due in the prior, current, and succeeding two months (e.g.: during March, only registration stickers for the months of February, March, April, and May). Merchant shall verify collection of all associated fees for each vehicle registration prior to issuance of the corresponding registration sticker. Merchant may accept registration fees from customers by any payment methods approved by the Merchant.
- 7. Merchant shall submit Texas Department of Motor Vehicle WebSub generated reports and processed registration renewal notices to the Tax Assessor-Collector each week by Monday at close of business, along with its own payment by ACH, check or money order in the correct amount due for such transactions. Said payment order shall exclude the one-dollar convenience fee per registration that Merchant collects for providing services of issuance of motor vehicle registration renewals. Failure by Merchant to pay Tax Assessor-Collector within 7 days the sums owed for registrations shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional supplies until all sums owed are paid. Merchant agrees that it will hold all 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 fees and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
- 8. Merchant agrees to use the inventory in numerical sequence and to return all void and faulty inventory and reports to the Tax Assessor-Collector in a timely fashion.
- 9. Merchant is subject to audit of inventory by the Tax Assessor-Collector at any time during normal business hours of the Merchant and at a mutually agreed upon location.
- 10. MERCHANT 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.

- 11. This Agreement includes all bonds and deputations 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.
- 12. Merchant agrees to notify County of any change in the ownership or location of its places of business listed on the attached Exhibit "A" within 14 days of such change. Notice will be provided pursuant to Paragraph 14 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, as well as an audit of supplies on hand.
- 13. 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 14. Within 7 days after the date of termination, Merchant shall return to County all outstanding inventory, supplies, together with payment of motor vehicle fees due and a final report as provided for in Paragraph 7.
- 14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector

Administration Building 100 E Weatherford St Fort Worth, TX 76196

MERCHANT:

AAA Texas LLC

4970 Hwy 290 W Ste 310

Austin, TX 78735

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

- 15. 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 14.
- 16. 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.
- 17. 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.
- 18. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, employment relationship or any other similar relationship between the parties. The Merchant acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

- 19. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Merchant, County, and the Tax Assessor-Collector.
- 20. Merchant 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.
- 21. Merchant 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:	MERCHANT:
	AAA Texas LLC
By:	By: Talk
B. Glen Whitley	Signature
County Judge	Galen Grillo
TAX ASSESSOR-COLLECTOR:	Printed Name
By: Wendy Burges	VP & General Manager Title

APPROVED AS TO FORM:

Criminal District Attorney's Office\*

Name: Stephen Lund

**Tarrant County** 

Title: Assistant Criminal District Attorney

<sup>\*</sup>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"**

AAA Texas Alliance Town Center 9509 Sage Meadow Trail Fort Worth, TX 76177

AAA Texas Arlington 4634 S Cooper St Ste 176 Arlington, TX 76017

AAA Texas Fort Worth 5431 S Hulen St Fort Worth, TX 76132

AAA Texas North Tarrant County 3001 Hwy 121 Ste 250 Euless, TX 76039

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	The second secon
1	Name of business entity filing form, and the city, state and country of the bu	ısiness entity's place	Certifi	cate Number:	01 1120
	of business.		2022-	918543	
	AAA TEXAS LLC Coppell, TX United States		Date F	iled:	
_	• • • • • • • • • • • • • • • • • • • •	formulai ala Alaa Kanna ia	and the same of	/2022	
2	Name of governmental entity or state agency that is a party to the contract being filed.	or which the form is	00/04	72022	
	Tarrant County, TX		Date /	Acknowledged:	
3	Provide the identification number used by the governmental entity or state description of the services, goods, or other property to be provided under t	agency to track or identify he contract.	the co	ntract, and prov	ide a
	200				
	Motor Vehicle Registration Renewals				
4	Name of June 2014 Books	a Country (place of busin	200	Nature of (check ap	200000000000000000000000000000000000000
	Name of Interested Party City, Stat	e, Country (place of busin	1633)	Controlling	Intermediary
_				Controlling	intermediary
			-		
_					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION			-0/ 1	/
	My name is <u>SAILIN</u> brillo	, and my date of	f birth is	08/241	1964
	My address is	Coffell	state)	750/9 (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.			1	
	Executed inCounty, State of	TEXAS , on the	5,	day of Hyust	, 20_22
		1/2/	1	(	()/
	Signatu	e of authorized agent of co	ntractin	g business entity	
		(Declarant)			

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.		CE	OFFICE USE	and the second s
	Name of business entity filing form, and the city, state and country of business.  AAA TEXAS LLC  Coppell, TX United States	y of the business entity's pl	ace Certi 2022	ificate Number: 2-918543 Filed:	
2	Name of governmental entity or state agency that is a party to the	contract for which the form	08/0	4/2022	
	being filed.		Date	Acknowledged:	
	Tarrant County, TX			.6/2022	
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided		r identify the c	ontract, and provi	de a
	200 Motor Vehicle Registration Renewals				
4				Nature of	TO DESCRIPTION OF THE PROPERTY
	Name of Interested Party	City, State, Country (place	of business)	(check app	
_				Controlling	Intermediary
					,
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and m	ny 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	t.			
	Executed inCounty	y, State of	_, on the	_day of	, 20
				(month)	(year)
		Signature of authorized ag (Decla		ng business entity	·

# MOTOR VEHICLE LICENSE AGREEMENT <u>Avis Rent A Car System LLC, Avis Budget Car Rental LLC, Budget Rent A Car System Inc</u> (MERCHANT)

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

Avis Rent A Car System LLC, Avis Budget Car Rental LLC, Budget Rent A Car System Inc ("Merchant").

## **RECITALS:**

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

#### AGREEMENT:

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

- 1. The parties agree that the Merchant will retain a convenience fee of one dollar for each transaction involving a registration and properly reported under the terms of this Agreement. Said fee is the only compensation Merchant will receive pursuant to this Agreement.
- 2. County agrees to provide Merchant with access to WebSub for motor vehicle registration renewals and supplies for motor vehicle registration renewals. County shall supply the Merchant with sticker paper, as needed for issuance. Under no circumstance will Merchant keep said supplies at any location other than the location to which said supplies are assigned, as listed in Exhibit "A".
- 3. The Merchant shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Merchant 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 under the Merchant'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 under the Merchant's deputation. The Designated Liaison will sign an oath of deputation on behalf of Merchant 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.

Merchant agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 14 of this agreement; should Merchant fail to provide this notice, the County may revoke this agreement.

- 4. Merchant agrees, at Merchant'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 Merchant or \$2,500, whichever is greater, but no more than \$1,000,000. The bond must state that it will provide coverage in the event Merchant fails to timely remit all registration or licensing fees and in the event the Merchant fails to perform as per Merchant's signed agreement with the Tax Assessor-Collector (Obligee).
- 5. County agrees to not furnish any supplies for the account of the Merchant other than 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 3. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Merchant assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. The Tax Assessor-Collector will notify Merchant in writing of any missing and unaccounted for supplies or cash shortages and Merchant shall pay for any missing or unaccounted for supplies unless Merchant rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
- 6. Merchant agrees to only process registration stickers with the renewal notice issued by the Texas Department of Motor Vehicles present and to only process such renewals on validations due in the prior, current, and succeeding two months (e.g.: during March, only registration stickers for the months of February, March, April, and May).
- 7. Merchant shall submit Texas Department of Motor Vehicle WebSub generated report and processed registration renewal notices for the previous week to the Tax Assessor-Collector each week by Monday at close of business, along with its own payment by ACH, check or money order for the correct amount due for such transactions. Said payment order shall exclude the one-dollar convenience fee per registration that Merchant collects for providing services of issuance of motor vehicle registration renewals. Failure by Merchant to pay Tax Assessor-Collector within 7 days the sums owed for registrations shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional supplies until all sums owed are paid. Merchant agrees that it will hold all 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 fees and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
- 8. Merchant agrees to use the inventory in numerical sequence and to return all void and faulty inventory and reports to the Tax Assessor-Collector in a timely fashion.
- 9. Merchant is subject to audit of inventory by the Tax Assessor-Collector at any time during normal business hours of the Merchant and at a mutually agreed upon location.
- 10. MERCHANT 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.

- 11. This Agreement includes all bonds and deputations 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.
- 12. Merchant agrees to notify County of any change in the ownership or location of its places of business listed on the attached Exhibit "A" within 14 days of such change. Notice will be provided pursuant to Paragraph 14 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, as well as an audit of supplies on hand.
- 13. 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 14. Within 7 days after the date of termination, Merchant shall return to County all outstanding inventory, supplies, together with payment of motor vehicle fees and a final report as provided for in Paragraph 7.
- 14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Wendy Burgess, Tarrant County Tax Assessor-Collector

Administration Building 100 E Weatherford St Fort Worth, TX 76196

MERCHANT: Avis Rent A Car System LLC, Avis Budget Car Rental LLC,

Budget Rent A Car System Inc

PO Box 610388

DFW Airport, TX 75261

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

- 15. 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 14.
- 16. 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.
- 17. 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.
- 18. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, employment relationship or any other similar relationship between the parties. The Merchant acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

- 19. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Merchant, County, and the Tax Assessor-Collector.
- 20. Merchant 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.
- 21. Merchant 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	MERCHANI:
STATE OF TEXAS:	Avis Rent A Car System LLC, Avis Budget Car
	Rental LLC, Budget Rent A Car System Inc
By:	By: Limeth anderson
B. Glen Whitley	By: Luneth Walerson
County Judge	Signature
TAX ASSESSOR-COLLECTOR:	Printed Name
By: Wendy Burgess Wendy Burgess	Fleet manager
Tarrant County	

APPROVED AS TO FORM:

Criminal District Attorney's Office\*

Name: Stephen Lund

Title: Assistant Criminal District Attorney

<sup>\*</sup>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"

Avis Rent A Car System LLC, Avis Budget Car Rental LLC, Budget Rent A Car System Inc 3937 S 26th Ave DFW Airport, TX 75261

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	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.		CE	OFFICE US	
1	Name of business entity filing form, and the city, state and country of business.  Budget Rent A Car System Inc, Avis Rent A Car System LLC, Av DFW, TX United States		Certi 2022	ficate Number: 2-924369 Filed:	
2	Name of governmental entity or state agency that is a party to the cobeing filed.  Tarrant County, TX	ontract for which the form is	08/1	9/2022 Acknowledged:	
1	Provide the identification number used by the governmental entity of description of the services, goods, or other property to be provided 50  Processing of registration and renewals	or state agency to track or identify under the contract.	the co	ontract, and pro	ovide a
	Name of Interested Party Ci	ty, State, Country (place of busin	ess)		f interest pplicable)
				Controlling	Intermediary
1000	Check only if there is NO Interested Party.	·			
1	Ay address is 3937 S. 26th ave.	and my date of b	<u>K</u>	9-22 7521	1-1963 2 (country)
	declare under penalty of perjury that the foregoing is true and correct.  Executed inCounty, Sta				
	Sig	gnature of authorized agent of contra	acting	business entity	

I declare under penalty of perjury that the foregoing is true and correct.  Executed inCounty, State of, on theday of, 20						1 of 1
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  Budget Rent A Car System Inc, Avis Rent A Car System LLC, Avis Budget Car Rental LLC DEW, TX United States  2 Name of governmental entity or state agency that is a party to the contract for which the form is 2 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 Processing of registration and renewals  4 Name of Interested Party City, State, Country (place of business)  Nature of interest (check applicable) Controlling Interme  Check only if there is NO interested Party.  WUNSWORN DECLARATION  My name is	Co	mplete Nos. 1 - 4 and 6 if there are interested parties. mplete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CI		
Date   Filed:   Date   Piled:   Date   Piled	O.	business.		Ce	rtificate Number:	
Tarrant County, TX  Date Acknowledged: 08/30/2022  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.  5 Processing of registration and renewals  A Name of Interested Party  City, State, Country (place of business)  Controlling  Interme  Controlling  Interme  Controlling  Controlling  Interme  Check only if there is NO Interested Party.  Wy name is	DF	W , TX United States		Dat		
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.    Name of Interested Party   City, State, Country (place of business)   Nature of interest (check applicable)   Controlling   Interme   Controlling   Interme   Controlling			ne contract for which the form is	08/	/19/2022	
Processing of registration and renewals    Name of Interested Party				08/	/30/2022	
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Check only if there is NO Interested Party.  UNSWORN DECLARATION  My name is		Maine of interested Party	City, State, Country (place of b	usiness)		
UNSWORN DECLARATION  My name is						
My name is, and my date of birth is,  My address is, (city) (state) (zip code) (country)  I declare under penalty of perjury that the foregoing is true and correct.  Executed in, on theday of, 20		X				
My address is						
(street) (city) (state) (zip code) (country)  I declare under penalty of perjury that the foregoing is true and correct.  Executed in	iviyi	ane is	, and my dat	e of birth i	s	•
I declare under penalty of perjury that the foregoing is true and correct.  Executed inCounty, State of, on theday of, 20	Муа	ddress is			-	,
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	Exe	cuted inCounty	, State of, on	the	day of	20
(month) (year			,		(month)	, 20 (year)

# MOTOR VEHICLE LICENSE AGREEMENT Kroger Texas LP (MERCHANT)

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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

## Kroger Texas LP

("Merchant").

### **RECITALS:**

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- 2. County agrees to provide Merchant with access to WebSub for motor vehicle registration renewals and supplies for motor vehicle registration renewals. County shall supply the Merchant with sticker paper, as needed for issuance. Under no circumstance will Merchant keep said supplies at any location other than the location to which said supplies are assigned, as listed in Exhibit "A", nor will supplies be shared between any addresses listed in Exhibit "A".
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Merchant agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 14 of this agreement; should Merchant fail to provide this notice, the County may revoke this agreement.

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- 5. County agrees to not furnish any supplies for the account of the Merchant other than 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 3. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Merchant assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. The Tax Assessor-Collector will notify Merchant in writing of any missing and unaccounted for supplies or cash shortages and Merchant shall pay for any missing or unaccounted for supplies unless Merchant rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
- 6. Merchant agrees to sell registrations only to persons presenting the renewal notice issued by the Texas Department of Motor Vehicles and valid insurance and to only make such sales on validations due in the prior, current, and succeeding two months (e.g.: during March, only registration stickers for the months of February, March, April, and May). Merchant shall verify collection of all associated fees for each vehicle registration prior to issuance of the corresponding registration sticker. Merchant may accept registration fees from customers by any payment methods approved by the Merchant.
- 7. Merchant shall submit Texas Department of Motor Vehicle WebSub generated reports and processed registration renewal notices to the Tax Assessor-Collector each week by Monday at close of business, along with its own payment by ACH, check or money order in the correct amount due for such transactions. Said payment order shall exclude the one-dollar convenience fee per registration that Merchant collects for providing services of issuance of motor vehicle registration renewals. Failure by Merchant to pay Tax Assessor-Collector within 7 days the sums owed for registrations shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional supplies until all sums owed are paid. Merchant agrees that it will hold all 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 fees and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
- 8. Merchant agrees to use the inventory in numerical sequence and to return all void and faulty inventory and reports to the Tax Assessor-Collector in a timely fashion.
- 9. Merchant is subject to audit of inventory by the Tax Assessor-Collector at any time during normal business hours of the Merchant and at a mutually agreed upon location.
- 10. MERCHANT 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.

- 11. This Agreement includes all bonds and deputations 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.
- 12. Merchant agrees to notify County of any change in the ownership or location of its places of business listed on the attached Exhibit "A" within 14 days of such change. Notice will be provided pursuant to Paragraph 14 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, as well as an audit of supplies on hand.
- 13. 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 14. Within 7 days after the date of termination, Merchant shall return to County all outstanding inventory, supplies, together with payment of motor vehicle fees due and a final report as provided for in Paragraph 7.
- 14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector

Administration Building 100 E Weatherford St Fort Worth, TX 76196

MERCHANT:

Kroger Texas LP 751 Freeport Pkwy Coppell, TX 75019

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

- 15. 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 14.
- 16. 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.
- 17. 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.
- 18. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, employment relationship or any other similar relationship between the parties. The Merchant acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

- 19. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Merchant, County, and the Tax Assessor-Collector.
- 20. Merchant 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.
- 21. Merchant 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:	MERCHANT:
	Kroger Texas LP
By:	By: Mancy A. Oullin
B. Glen Whitley	Signature
County Judge	Nancy A Buillin
TAX ASSESSOR-COLLECTOR:	Printed Name
By: Wendy Burgess	Division CEEFP Manager Title
Tarrant County	

APPROVED AS TO FORM:

Criminal District Attorney's Office\*

Name: Stephen Lund

Title: Assistant Criminal District Attorney

<sup>\*</sup>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"

Kroger 224 3510 Altamesa Blvd Fort Worth, TX 76133

Kroger 413 2580 E Arkansas Ln Arlington, TX 76014

Kroger 435 2475 Ascension Blvd Arlington, TX 76006

Kroger 439 9114 Camp Bowie West Blvd Fort Worth, TX 76116

Kroger 445 5330 S Cooper St Arlington, TX 76017

Kroger 451 1060 N Main St Euless, TX 76039

Kroger 512 2110 E Southlake Blvd Southlake, TX 76092

Kroger 516 976 Keller Pkwy Keller, TX 76248

Kroger 520 3120 S University Dr Fort Worth, TX 76109

Kroger 521 2109 Harwood Rd Bedford, TX 76021

Kroger 530 1653 Basswood Blvd Fort Worth, TX 76131

Kroger 532 5241 North Tarrant Pkwy Fort Worth, TX 76244 Kroger 535 9150 N Tarrant Pkwy North Richland Hills, TX 76182

Kroger 536 6650 N Beach St Fort Worth, TX 76137

Kroger 537 2061 Rufe Snow Dr Keller, TX 76248

Kroger 538 2350 SE Green Oaks Blvd Arlington, TX 76018

Kroger 542 3300 Texas Sage Trl Fort Worth, TX 76177

Kroger 543 945 W Lamar Blvd Arlington, TX 76012

Kroger 562 12600 N Beach St Fort Worth, TX 76244

Kroger 576 4750 W Bailey Boswell Rd Fort Worth, TX 76179

9135 Grapevine Hwy North Richland Hills, TX 76180

Kroger 584 3001 Matlock Rd Mansfield, TX 76063

Kroger 582

Kroger 590 1004 S Crowley Rd Crowley, TX 76036

Kroger 592 5101 W Sublett Rd Arlington, TX 76017 Kroger 594 3300 E Broad St Mansfield, TX 76063

Kroger 688 301 S Bowen Rd Arlington, TX 76013

Kroger 695 5701 W Pleasant Ridge Rd Arlington, TX 76016

Kroger 807 7201 Grapevine Hwy North Richland Hills, TX 76180

Kroger 817 2525 W I-20 Grand Prairie, TX 75052

Kroger 844 708 E Pipeline Rd Hurst, TX 76054

Kroger 851 2210 S Fielder Rd Arlington, TX 76013

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.	CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.	Cert	ificate Number:	
	Kroger Texas LP	2022	2-919728	
2	Fort Worth, TX United States  Name of governmental entity or state agency that is a party to the contract for which the form is		Filed: 8/2022	
	being filed.  Tarrant County, TX			
	Tarrant County, 12	Date	Acknowledged:	
3	Provide the identification number used by the governmental entity or state agency to track or iden description of the services, goods, or other property to be provided under the contract.	tify the c	ontract, and pro	vide a
	100			
	Motor Vehicle Registration renewals			
4	Name of Interested Party  City, State, Country (place of but	oinece)	Nature o	CONTRACTOR CONTRACTOR
	Only, State, Country (place of but	siness)	(check ap	Intermediary
_				
_				
5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION			
	My name is, and my date	of birth is	8-24-19	44
	My address is	(state)	75091 (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.			
	Executed in	84h	ay of Aug. (month)	_, 20 <u>2    2</u> . (year)
	I amit a Mullen	,		
	Signature of authorized agent of co (Declarant)	ontracting	business entity	

					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 US	
1	Name of business entity filing form, and the city, state and country	ry of the business en	tity's place	Certificate Number:	I OI I ILIIIO
	of business.		, - p	2022-919728	
	Kroger Texas LP Fort Worth, TX United States				
2				Date Filed:	
_	Name of governmental entity or state agency that is a party to the being filed.	e contract for which t	he form is	08/08/2022	
	Tarrant County, TX			Date Acknowledged: 08/12/2022	
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided.	ty or state agency to	track or identify	and the same of th	vide a
	100	ed dilder the contrac			
	Motor Vehicle Registration renewals				
4		200		100 margarithm (400 days)	of interest
	Name of Interested Party	City, State, Country	(place of busine		pplicable)
				Controlling	Intermediary
-					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	у.	and my date of b	irth is	
	My address is				
	(street)	(city)	(sta	te) (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.				-
	Executed inCounty,	State of	, on the _	day of	, 20
				(month)	(year)
		Signature of authoriz	ed agent of contr (Declarant)	acting business entity	

# MOTOR VEHICLE LICENSE AGREEMENT Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs (MERCHANT)

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

Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs ("Merchant").

### **RECITALS:**

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

#### AGREEMENT:

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

- 1. The parties agree that the Merchant will retain a convenience fee of one dollar for each transaction involving a registration and properly reported under the terms of this Agreement. Said fee is the only compensation Merchant will receive pursuant to this Agreement.
- 2. County agrees to provide Merchant with access to WebSub for motor vehicle registration renewals and supplies for motor vehicle registration renewals. County shall supply the Merchant with sticker paper, as needed for issuance. Under no circumstance will Merchant keep said supplies at any location other than the location to which said supplies are assigned, as listed in Exhibit "A", nor will supplies be shared between any addresses listed in Exhibit "A".
- 3. Merchant shall designate one management employee per location, or for the company, to be designated as the liaison ("Designated Liaison") between the Merchant 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 under the Merchant'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 contact with registrations under the Merchant's deputation. The Designated Liaison will sign an oath of deputation on behalf of the Merchant 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.

Merchant agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 14 of this agreement; should Merchant fail to provide this notice, the County may revoke this agreement.

- 4. Merchant agrees, at Merchant'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 Merchant or \$2,500, whichever is greater, but no more than \$1,000,000. The bond must state that it will provide coverage in the event Merchant fails to timely remit all registration or licensing fees and in the event the Merchant fails to perform as per Merchant's signed agreement with the Tax Assessor-Collector (Obligee).
- 5. County agrees to not furnish any supplies for the account of the Merchant other than 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 3. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Merchant assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. The Tax Assessor-Collector will notify Merchant in writing of any missing and unaccounted for supplies or cash shortages and Merchant shall pay for any missing or unaccounted for supplies unless Merchant rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
- 6. Merchant agrees to sell registrations only to persons presenting the renewal notice issued by the Texas Department of Motor Vehicles and valid insurance and to only make such sales on validations due in the prior, current, and succeeding two months (e.g.: during March, only registration stickers for the months of February, March, April, and May). Merchant shall verify collection of all associated fees for each vehicle registration prior to issuance of the corresponding registration sticker. Merchant may accept registration fees from customers by any payment methods approved by the Merchant.
- 7. Merchant shall submit Texas Department of Motor Vehicle WebSub generated reports and processed registration renewal notices to the Tax Assessor-Collector each week by Monday at close of business, along with its own payment by ACH, check or money order in the correct amount due for such transactions. Said payment order shall exclude the one-dollar convenience fee per registration that Merchant collects for providing services of issuance of motor vehicle registration renewals. Failure by Merchant to pay Tax Assessor-Collector within 7 days the sums owed for registrations shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional supplies until all sums owed are paid. Merchant agrees that it will hold all 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 fees and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
- 8. Merchant agrees to use the inventory in numerical sequence and to return all void and faulty inventory and reports to the Tax Assessor-Collector in a timely fashion.
- 9. Merchant is subject to audit of inventory by the Tax Assessor-Collector at any time during normal business hours of the Merchant and at a mutually agreed upon location.
- 10. MERCHANT 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.

- 11. This Agreement includes all bonds and deputations 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.
- 12. Merchant agrees to notify County of any change in the ownership or location of its places of business listed on the attached Exhibit "A" within 14 days of such change. Notice will be provided pursuant to Paragraph 14 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, as well as an audit of supplies on hand.
- 13. 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 14. Within 7 days after the date of termination, Merchant shall return to County all outstanding inventory, supplies, together with payment of motor vehicle fees due and a final report as provided for in Paragraph 7.
- 14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Wendy Burgess, Tarrant County Tax Assessor-Collector

Administration Building 100 E Weatherford St Fort Worth, TX 76196

MERCHANT: Safeway Inc DBA Randall's Food Markets,

Tom Thumb Food and Drugs 2401 E Randol Mill Ste 400 Arlington, TX 76011

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

- 15. 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 14.
- 16. 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.
- 17. 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.
- 18. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, employment relationship or any other similar relationship between the parties. The Merchant acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

- 19. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Merchant, County, and the Tax Assessor-Collector.
- 20. Merchant 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.
- 21. Merchant 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:	MERCHANT:
	Safeway Inc DBA Randall's Food Markets, Tom
	Thumb Food and Drugs
By:B. Glen Whitley	By: Mark Illa
County Judge	Signature
TAX ASSESSOR-COLLECTOR:	Mark Vela
	Printed Name
By: Wendy Burgess	Director, Front End Operations Title
Tarrant County	

APPROVED AS TO FORM:

Criminal District Attorney's Office\*

Name: Stephen Lund

Title: Assistant Criminal District Attorney

<sup>\*</sup>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"

Tom Thumb 1780 1000 E Keller Pkwy Keller, TX 76248

Tom Thumb 1972 980 Hwy 287 N Mansfield, TX 76063

Tom Thumb 2574 3100 S Hulen Fort Worth, TX 76109

Tom Thumb 2580 100 W Southlake Blvd Southlake, TX 76092

Tom Thumb 2609 612 Grapevine Hwy Hurst, TX 76054

Tom Thumb 2686 1701 W Randol Mill Rd Arlington, TX 76012

Tom Thumb 3312 2400 W 7th St Fort Worth, TX 76107

Tom Thumb 3617 2611 West Park Row Arlington, TX 76013

Tom Thumb 3622 6377 W Camp Bowie Blvd Fort Worth, TX 76116

Tom Thumb 3625 302 South Park Grapevine, TX 76051

Tom Thumb 3658 2755 N Collins Arlington, TX 76006

Tom Thumb 3854 4000 William D Tate Ave Grapevine, TX 76051

F					1 of 1
l	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 US	
1	Name of business entity filing form, and the city, state and country	of the husiness entitude place	-		OF FILING
	of business.			cate Number: 934004	
l	Safeway Inc DBA Randall's Food Markets, Tom Thumb Food a Arlington, TX United States	nd Drugs	Data F	ila d	
2		contract for which the form is	<b>Date F</b> 09/14/		
l	being filed.  Tarrant County, TX		Data A	cknowledged:	
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided	or state agency to track or identify	the con	tract, and pro	vide a
	800	u under the contract.			
	Motor Vehicle Registration Renewals				
4				Nature o	finterest
	Name of Interested Party	City, State, Country (place of busin	ess)	(check ap	
				Controlling	Intermediary
			+		
_					
			_		
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	Madella			, ,	
	My name is	, and my date of b	irth is	3/3/196	9
	My address is 2401 E. Randol Mill Rd Suite	240 Arlington TS	-	7/01/	Towart
	(street)	(city) (sta	te)	(zip code)	(country)
- 8	declare under penalty of perjury that the foregoing is true and correct.				37.00
	Tana L	7	with	0.	
	Executed inCounty, S	tate of, on the	4//day	of Septem	2/2022
	$\mathcal{N}$	Vale 1/10		(month)	(year)
	- / s	signature of authorized agent of contra	acting bu	siness entity	
		(Declarant)	-	- Porton	

arr	ns provided by Texas Ethics Commission	MANN Othic	s.state.tx.us			Varaian	/1.1.191b5c
				thorized agent ( (Declarant)	of contract	ing business entity	
	Executed in	County,	State of	, 0	n the	_day of(month)	, 20 (year)
	declare under penalty of perjury that the foregoing is true	and correct.					77070
	(street)			city)	(state)	(zip code)	(country)
	My address is						= =
	My name is			, and my d	ate of birth	ı is	,
	JNSWORN DECLARATION		· · · · · · · · · · · · · · · · · · ·				
	Check only if there is NO Interested Party.						
					-		
			#D				
			A11.				
	Name of interested Party		City, State, Co	ountry (place of	business	Controlling	oplicable) Intermedia
4	Name of Interested Party			200/10 200			f interest
	800 Motor Vehicle Registration Renewals	- 20 provid	oa anuer the CC	mact.			
3	Provide the identification number used by the government description of the services, goods, or other property t	mental entit	y or state agen	cy to track or i			vide a
	Tarrant County, TX					ate Acknowledged: 9/28/2022	
2	Name of governmental entity or state agency that is a being filed.	party to the	contract for w	hich the form i		ate Filed: 9/14/2022	
	Safeway Inc DBA Randall's Food Markets, Tom The Arlington, TX United States	umb Food	and Drugs			022-934004	
L	Name of business entity filing form, and the city, state of business.	and count	ry of the busine	ess entity's pla	ce C	ertificate Number:	OF FILIN
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested p	parties.				OFFICE US CERTIFICATION	