

MOTOR VEHICLE LICENSE AGREEMENT

Arlington ISD

(AGENCY)

THIS AGREEMENT is entered on this 12th day of June 2023 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

Arlington ISD

("Agency").

RECITALS:

WHEREAS, Agency is a political subdivision that is Exempt under Texas Administrative Code Title 34 Part 1 Chapter 3 Subchapter O Rule §3.322, and other applicable law; and

WHEREAS, public convenience will be furthered by authorizing Agency to process motor vehicle registration renewals on its fleet of Agency-owned, exempt vehicles at the location listed on the attached Exhibit "A";

AGREEMENT:

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

1. County agrees to provide Agency with access to WebSub for motor vehicle registration renewals and supplies for motor vehicle registration renewals. County shall supply Agency with sticker paper, as needed for issuance. Under no circumstance will Agency keep said supplies at any location other than the location to which said supplies are assigned, as listed in Exhibit "A".
2. Agency shall designate one management employee to be designated as the liaison ("Designated Liaison") between Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will receive supplies and/or issue registrations under Agency'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 Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Agency 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 the Tax Assessor-Collector.

Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 11 of this agreement; should Agency fail to provide this notice, the County may revoke this agreement.

3. County agrees to not furnish any supplies for the account of the Agency 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 2. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Agency 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 Agency in writing of any missing and unaccounted for supplies or cash shortages and Agency shall pay for any missing or unaccounted for supplies unless Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
4. Agency agrees that inspection fees for each registration renewal processed by Agency are due and owing to the Tarrant County Tax Assessor-Collector. Fees for each registration renewal processed by Agency will be according to the "State Portion" of the State Inspection Fee List.
5. Agency 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. Failure by Agency 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. Agency 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.
6. Agency will print and issue the corresponding vehicle registration sticker. Agency 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.
7. Agency is subject to audit of inventory by the Tax Assessor-Collector at any time during normal business hours of the Agency and at a mutually agreed upon location.
8. This Agreement includes all 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.
9. Agency agrees to notify County of any change in the 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 11 of this Agreement. Any such change in location automatically terminates this Agreement with respect to that location and necessitates a new Agreement, as well as an audit of supplies and materials on hand.
10. 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 11. Within 7 days after the date of termination, Agency 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 5.

11. 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

AGENCY: Arlington ISD
690 E Lamar Blvd
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.

12. 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 11.

13. 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.

14. 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.

15. 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. Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

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

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


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

19. **Compliance with Laws.** In providing the services required by this Agreement, Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

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

COUNTY OF TARRANT
STATE OF TEXAS:

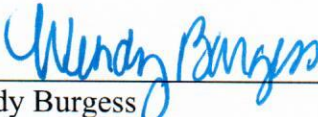
Agency:
Arlington ISD

By: 
Tim O'Hare
County Judge

By: 
Signature

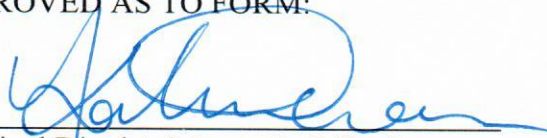
JAMAL HARVEY
Printed Name

TAX ASSESSOR-COLLECTOR:


Wendy Burgess
Tarrant County

FLEET MANAGER
Title

APPROVED AS TO FORM:

By: 
Criminal District Attorney's Office*
Name: Katherine E Owens
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"

Arlington ISD
1124 W Arkansas Ln
Arlington, TX 76013

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.

Arlington ISD
Arlington, TX United States

Certificate Number:
2023-1061353

Date Filed:
08/17/2023

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.

180
Motor Vehicle Registrations Renewals

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 Clara Harvey, and my date of birth is 07-05-77.

My address is 1124 W. Arkansas, Arlington, TX, 76013, 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 18 day of Aug, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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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.

Arlington ISD
Arlington, TX United States

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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.

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Motor Vehicle Registrations Renewals

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)

