MOTOR VEHICLE LICENSE POINT OF SALE EQUIPMENT
LEASE HEB Grocery Company, LP

THIS AGREEMENT is entered on this 27 day of May 2008 by and between the County of Tom Green ("County"), a duly and lawfully organized county of the State of Texas and HEB Grocery Company, LP Store # 052 ("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"; and

WHEREAS, Merchant has requested County to lease to Merchant a Remote Printing System for motor vehicle 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 lease to Merchant the Remote Printing System for motor vehicle registration for an annual fee of $600.00. Subject to approval by the State, said fee will be waived when Merchant obtains an annual minimum of 1,000 registrations. Billing will occur annually in January. Annual lease cost for equipment is subject to change annually pursuant to cost changes assessed to County by the State. Merchant will be given at least 30 days advance notice of a proposed change in lease.

2. In the event the equipment leased from County to Merchant pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Merchant agrees to reimburse County for the replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor under contract to the Texas Department of Transportation to provide maintenance service for the equipment. The Merchant's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Merchant within seven (7) days of written request by County.

3. The parties agree that the Merchant may add a fee of up to one dollar ($1.00) to each transaction involving a registration and properly reported under terms of this Agreement. Said fee is the only compensation Merchant will receive pursuant to this Agreement.

4. County shall supply the Merchant with equipment, numbered and secured forms and supplies as needed for issuance. Under no circumstance will Merchant keep said equipment and supplies at any location other than the location to which said equipment and supplies are assigned.

5. Merchant will provide weekly reports to the Tax Assessor-Collector on forms to be provided by the Tax Assessor-Collector. Said reports will include information as the

Tax Assessor-Collector shall from time to time reasonably require; along with full payment for motor vehicle license fees collected for each registration.

6. 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, issue registrations under the 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 take 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.

MOTOR VEHICLE LICENSE POINT OF SALE LEASE (MERCHANT)

7. Merchant agrees, at Merchant's cost, to provide a bond payable to the Tom Green County Tax Assessor- Collector in the amount of $15,000.00 Dollars. The amount of the bond will be no less than the sum of 1) the value of the equipment leased ($5,000.00), plus 2) the value of the inventory issued by County to Merchant.

8. County agrees not to furnish any supplies for the account of the Dealer other than 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 7. 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.

9. Merchant agrees to sell registrations only to persons presenting the renewal notice issued by the State of Texas, Department of Motor Vehicle Title and Registration and valid insurance and only to make such sales on validations due in the prior, current and succeeding month (e.g.: during March, only Stickers for the months of (February, March and April).

10. Merchant may accept individual checks in payment of fees for the issuance of registrations, **provided that checks are made payable to Merchant**, that each check bears such information as may be required by Merchant, and provided, further, that Merchant assumes full responsibility for collection of all such checks. Merchant shall issue its own check to the Tax Assessor-Collector representing those checks and cash received by Merchant during the previous week. Failure by Merchant to pay Tax Assessor-Collector within seven (7) days the sums owed for registrations, whether in the form of cash or Merchant's check payable to Tax Assessor-Collector shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional inventory until all sums owed are paid.

11. Merchant shall prepare and have ready on forms provided by the Tax Assessor-Collector each week on Monday at 12:00, noon, a report of the activities of the previous week, and will deliver to an employee of the Tax Assessor-Collector, or agent, the report for the previous week's activities along with a check or money order for the correct amount due for such sales. Said check or money order shall not include the one dollar ($1.00) fee Merchant charges and collects for providing services of issuance of motor vehicle license registrations.

12. Merchant agrees to use the inventory in numerical sequence and to return all void forms and reports to the Tax Assessor-Collector in a timely fashion.

13. Merchant is subject to audit by the Tax Assessor-Collector at any time during normal business hours of the Merchant and at a mutually agreed upon location.

14. Merchant hereby agrees to indemnify and hold harmless County and the Tom Green County Tax Assessor- Collector from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Merchant or its agents, representatives or employees pursuant to the terms of this agreement.

15. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

16. Merchant agrees to notify County of any change in the ownership or location of its places of business listed on the attached Exhibit "A" and of any change in the Designated Liaison, as discussed in Paragraph 6, within 14 calendar days of such change. Notice will be provided pursuant to Paragraph 18 of this lease. Any such change in ownership, location or personnel automatically terminates this lease with respect to that location or personnel and necessitates a new lease with the new ownership, as well as an audit of equipment, supplies and materials on hand.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party.

MOTOR VEHICLE LICENSE POINT OF SALE LEASE (MERCHANT)

18. Either party hereto may voluntarily terminate this Agreement at any time upon thirty (30) days prior written notice to the other party sent as provided in Section 18 hereof. Within seven (7) days after the date of termination, the Merchant shall return to County all outstanding inventory, together with equipment, supplies, and payment of motor vehicle fees due and a final report as provided for in Section 5 hereof. Merchant will forfeit any portion of the annual lease fee that remains.

19. 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:

Cindy Jetton

Tom Green County Tax Assessor-Collector 113 West Beauregard San Angelo Texas 76903

MERCHANT:

HEB Grocery Company 3301 Sherwood Way San Angelo Texas 76901

MOTOR VEHICLE LICENSE POINT OF SALE LEASE (MERCHANT)

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

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

County of Tom Green, State of Texas

Michael D Brown, Tom Green County Judge, acting in his official capacity and not in his individual capacity

Cindy Jetton, Tax Assessor – Collector

Accepted in Commissioners Court of Tom Green County on the 14 day of May, 2008.

HEB Grocery Company, LP

By:

Title: Vice President

APPROVED BY LEGAL DEPT.

MOTOR VEHICLE DEPUTATION (LIMITED)

THE STATE OF TEXAS §
§
COUNTY OF TOM GREEN §

I, Cindy Jetton, Tax Assessor-Collector of the County of Tom Green and State of Texas, having full confidence in HEB Grocery Company, LP of said County and State do hereby with the approval of the Honorable Commissioners Court of Tom Green County, nominate and appoint the said **HEB Grocery Company, LP** as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal card. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tom Green County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand this the 13 day of May, 2008.

Cindy Jetton

Cindy Jetton
Tom Green County Tax Assessor-Collector

THE STATE OF TEXAS §
§
COUNTY OF TOM GREEN §

Before me, Becky Robles, Notary in and for Tom Green County, Texas, on this day personally appeared Cindy Jetton, Tom Green County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at San Angelo, Texas, this 16 day of May, 2008.

Becky Robles

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Becky Robles
My Commission Expires
01/30/2010

OATH OF OFFICE

I, _____, do solemnly swear (or affirm) that HEB Grocery Company, LP will faithfully execute the duties of a Deputy Tax Assessor-Collector of the State of Texas. I acknowledge that this Limited Deputation for HEB Grocery Company, LP will automatically terminate at such time as I am no longer employed in my current position and it is the responsibility of HEB Grocery Company, LP to renew the deputation with my successor. I will personally approve all individuals who will be performing the tasks permitted by this Limited Deputation and will promptly notify the office of the Tom Green County Tax Assessor-Collector of the identity of all individuals performing those tasks. No person of HEB Grocery Company, LP performing the duties authorized by this deputation will accept gifts, money or favors from any individual or entity in such a way as to cause or appear to cause leverage to be gained through the position to which they have been appointed and will to the best of my ability preserve, protect and defend the Constitution and Laws of the United States and of this State. So help me God.

_____

Signature of Designated Liaison

SUBSCRIBED and sworn to before me this _____ day of _____, 2008.

_____

Notary Public, State of Texas

STATE OF TEXAS (Rev. January, 2006)

COUNTY OF TOM GREEN

AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.002 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of TOM GREEN Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated MAY 2008

In addition to the provisions of the original county agreement, TxDOT's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Transportation.

* * *

The County of TOM GREEN, Texas will lease 1 additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Site Name	New/Additional Existing (E) Site	Site Address	Number of Items

5-27-08

County Judge Date:

TOM GREEN County

Rebecca Davio, Ph.D., Director Vehicle Titles and Registration Division Date:

Attachment 2

REQUEST FOR REMOTE STICKER PRINTER SYSTEM (RSPS) AND RSPS DEALER TITLE APPLICATION (DTA)

COUNTY TOM GREEN

NAME OF COUNTY CONTACT OR AGENT COMPLETING THIS FORM:

_____

PHONE NUMBER 325-659-6539

[redacted]		

All RSPS equipment will be delivered to the County Tax Office designated address. The County Tax Office will distribute the RSPS and DTA units to their respective subcontractors and dealers. Please indicate below where you would like to have the shipment of equipment delivered.

Street 113 WEST BEAUREGARD

City SAN ANGELO, TX ZIP 76903

CINDY JETTON TOM GREEN CO.TAX ASSESSOR
Signature of Tax Assessor-Collector or Agent

5/27/08
Date

EXHIBIT "A" To Amendment One
State of Texas, County of TOM GREEN

1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased **at County expense** from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement".
2. Submitting a signed amendment form to the supporting VTR regional office will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be $1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of $2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year the remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDOT. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDOT will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	County Site	Quantity	Individual Item Cost	Total Annual Cost
1.	Workstation, Basic*			$1,500.00	
2.	Remote Sticker Printing System (Renewal)			600.00	
3.	Remote Sticker Printing System (DTA)			600.00	
4.	Uninterrupted Power Supply			125.00	
5.	Printer Laser, HP 8000 (high capacity)			1,100.00	
6.	Additional Printer			250.00	
7.	Bar code reader			550.00	
8.	New Site Cost (one time fee)			2,500.00	
				Annual Total	

*Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary) in a normal environment.