COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145783

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DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF A WEBDEALER MOTOR VEHICLE LICENSE AGREEMENT BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY TAX ASSESSOR-COLLECTOR, AND BEARD'S TRAILER SALES LLC TO PROCESS MOTOR VEHICLE TITLES AND REGISTRATION**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the attached WebDealer Motor Vehicle License Agreement between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector, and Beard's Trailer Sales LLC to process motor vehicle titles and registrations electronically.

BACKGROUND

The Texas Department of Motor Vehicles (TXDMV) uses web-based systems known as webDealer and webSub to allow entities to process titles and motor vehicle registrations electronically.

These agreements provide the Tarrant County Tax Assessor-Collector's Office the authority to grant dealerships and entities access to the WebDealer system for title and registration processing, and subcontractors access to WebSub registration processing. These agreements also cover the necessary supplies required to process titles and registrations electronically, improving efficiency and saving time for the Tarrant County Tax Office.

The term of these agreements shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party.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.

The Criminal District Attorney's Office has approved these agreements as to form.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY	Tax Assessor-Collector	PREPARED BY:	Charlotte Sadler
		APPROVED BY:	Andy Nguyen

TARRANT COUNTY TAX OFFICE

Tax Assessor-Collector
100 E Weatherford, Room 105 • Fort Worth, Texas 76196-0301 •
817-884-1100
taxoffice@tarrantcountytx.gov

RICK BARNES

IN GOD WE TRUST

June 30, 2025

Dear Beard's Trailer Sales LLC

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

Below is your contract for use of inventory (registration stickers) issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

You will receive a separate email with instructions and additional forms to complete.

Sincerely,

Rick Barnes
Tarrant County Tax Assessor-Collector

Enclosed: Contract

MOTOR VEHICLE LICENSE AGREEMENT

Beard's Trailer Sales LLC

THIS AGREEMENT is entered on this 1st day of February, 2025 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 Beard's Trailer Sales LLC

RECITALS:

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

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or 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/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.

2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.

3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.

4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

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

6. Dealer/Agency 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.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency 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/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, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/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 Tax Assessor-Collector.

Dealer/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 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency'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/Agency 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/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency 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/Agency 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/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency 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 30th 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.

11. Dealer/Agency 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.

12. DEALER/AGENCY 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.

13. 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.

14. 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/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. 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:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Beard's Trailer Sales LLC
3401 E Loop 820 S,
Fort Worth TX 76119

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

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, 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.

17. 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.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

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/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.

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

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

24. **Compliance with Laws**. In providing the services required by this Agreement, Dealer/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. Dealer/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

25. STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

Rick Barnes
Rick Barnes (Jul 10, 2025 12:31 CDT)
By: _____
Rick Barnes
Tarrant County

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Jul 9, 2025 16:08 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Beard's Trailer Sales LLC

By:
Signature _____

Sharee Beard
Printed Name

Title Clerk
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.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3401 E Loop 820 S
Ft Worth TX 76119