



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 460

DATE: 11/19/2024

SUBJECT: CONSIDERATION OF SEVENTY SEPARATE MOTOR VEHICLE LICENSE AGREEMENTS BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY TAX ASSESSOR-COLLECTOR AND MOTOR VEHICLE DEALERS, CONTRACT SALES, CITIES AND SCHOOL DISTRICTS TO PROCESS MOTOR VEHICLE REGISTRATIONS

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider seventy (70) separate Motor Vehicle License Agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector and Motor Vehicle Dealers, Contract Sales, Cities and School Districts to process motor vehicle registrations.

BACKGROUND

The Texas Department of Motor Vehicles (TXDMV) uses a program and inventory system known as WebDealer to process titles and motor vehicle registrations. These agreements allow the Tarrant County Tax Assessor-Collector's Office to provide the different entities as described in the attached list with access to the WebDealer system as well as supplies to efficiently process titles and registrations remotely, saving time and creating more efficiencies for the Tarrant County Tax Office.

The terms of the contracts are from September 1, 2024 through August 31, 2026.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY	Tax Assessor-Collector	PREPARED BY:	Charlotte Sadler
		APPROVED BY:	Jerry Cantu

Dealership/Contract Sales/City/Entity
AAA Texas LLC
AN County Line Ford Inc.
Arlington Dealership Acquisition LP
Arlington ISD
Artex Automotive Sales II LLC
Asbury Arlington MD LLC
Asbury DFW JLR LLC
Asbury Fort Worth MB LLC
Asbury Ft. Worth Ford LLC
Asbury Plano LEX LL
Autobahn Imports LP
Avis Rent A Car System LLC, Avis Budget Car Rental LLC, Budget Rent A Car System Inc.
BFVT Motors LLC
Bruce Lowrie Chevrolet Inc.
CarMax Auto Superstores. Inc.
Charlie Hillard Inc.
City of Fort Worth
City of Mansfield
Classic Buick GMC Ltd.
Classic CDJR Arlington LLC DBA Classic CDJRF of Arlington
Classic Chevrolet Inc.
County Transportation Services Department's Central Garage
DFW International Airport Board
Don Davis Auto Group Inc., Don Davis Ford Inc., Don Davis Nissan Inc.
EAN Holdings LLC
Endtrust automotive Services, LP dba Novak Motors
Five Star Ford of Texas Ltd
Five Star Subaru of Grapevine LLC
Fort Worth CJD, LLC
Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC)
Fort Worth Motorcars LP
Frank Kent Cadillac LLC
Frank Kent Cadillac LLC
Freeman Financial Investment Company LP
GPI TX-A Inc.,
GPI TX-All Inc.,
GPI TX-SBIII Inc.
GPVN Motors LLC
Grapevine Dealership Acquisition Ltd
Grapevine Imports LLC
Grubbs Automotive GRA
Grubbs Automotive GRV
Grubbs Infiniti Ltd.
Grubbs Nissan LLC
Hart and Vogt Inc.
HFWABH Motors LLC
Hiley Cars Fort Worth LP
Hiley Cars Hurst
Kroger Texas LP
Luke Motor Company
MBGV LP
Moritz Chevrolet Ltd., Moritz Chrysler/Jeep Ltd., Moritz Imports Ltd., Moritz Imports II Ltd., Moritz Imports III Ltd.
Nichols Ford Ltd
No Limit Powersports LLC
North Fort Worth Dealership Acquisition LP
PPPGV LP
RML Burleson LLC
RML Fort Worth TX LLC
Safeway Inc. DBA Randall's Food Markets, Tom Thumb Food and Drugs
Saxet Equity Holdings Goldmound Inc.
Sewell Corporation of Ft Worth
Sewell FW LLC
Sewell Village Cadillac Company Inc.
Texan Ford Sales Ltd
TX Motors of North Richland Hills
UDM Company LLC
United Recreation & Mobile Home Center Inc.
Vandergriff Automotive II LLC
Vandergriff Chevrolet II LLC
Vandergriff Hyundai II LLC
Vanguard Auto Group LLC

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CO # 144304



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____
PAGE 1 OF 460
DATE: 11/5/2024

SUBJECT: CONSIDERATION OF SEVENTY SEPARATE MOTOR VEHICLE LICENSE AGREEMENTS BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY TAX ASSESSOR-COLLECTOR AND MOTOR VEHICLE DEALERS, CONTRACT SALES, CITIES AND SCHOOL DISTRICTS TO PROCESS MOTOR VEHICLE REGISTRATIONS

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider seventy (70) separate Motor Vehicle License Agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector and Motor Vehicle Dealers, Contract Sales, Cities and School Districts to process motor vehicle registrations.

BACKGROUND

The Texas Department of Motor Vehicles (TXDMV) uses a program and inventory system known as WebDealer to process titles and motor vehicle registrations. These agreements allow the Tarrant County Tax Assessor-Collector's Office to provide the different entities as described in the attached list with access to the WebDealer system as well as supplies to efficiently process titles and registrations remotely, saving time and creating more efficiencies for the Tarrant County Tax Office.

The terms of the contracts are from September 1, 2024 through August 31, 2026.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY	Tax Assessor-Collector	PREPARED BY:	Charlotte Sadler
		APPROVED BY:	Jerry Cantu

Motorvehicle Dealerships, Entities, Sept 1, 2024 - Aug. 30, 2026

Dealership/Contract Sales/City/Entity
AAA Texas LLC
AN County Line Ford Inc.
Arlington Dealership Acquisition LP
Arlington ISD
Artex Automotive Sales II LLC
Asbury Arlington MD LLC
Asbury DFW JLR LLC
Asbury Fort Worth MB LLC
Asbury Ft. Worth Ford LLC
Asbury Plano LEX LL
Autobahn Imports LP
Avis Rent A Car System LLC, Avis Budget Car Rental LLC, Budget Rent A Car System Inc.
BFVT Motors LLC
Bruce Lowrie Chevrolet Inc.
CarMax Auto Superstores. Inc.
Charlie Hillard Inc.
City of Fort Worth
City of Mansfield
Classic Buick GMC Ltd.
Classic CDJR Arlington LLC DBA Classic CDJRF of Arlington
Classic Chevrolet Inc.
County Transportation Services Department's Central Garage
DFW International Airport Board
Don Davis Auto Group Inc., Don Davis Ford Inc., Don Davis Nissan Inc.
EAN Holdings LLC
Endtrust automotive Services, LP dba Novak Motors
Five Star Ford of Texas Ltd
Five Star Subaru of Grapevine LLC
Fort Worth CJD, LLC
Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC)
Fort Worth Motorcars LP
Frank Kent Cadillac LLC
Frank Kent Cadillac LLC
Freeman Financial Investment Company LP
GPI TX-A Inc.,
GPI TX-All Inc.,
GPI TX-SBIII Inc.
GPVN Motors LLC
Grapevine Dealership Acquisition Ltd
Grapevine Imports LLC
Grubbs Automotive GRA
Grubbs Automotive GRV
Grubbs Infiniti Ltd.
Grubbs Nissan LLC
Hart and Vogt Inc.
HFWABH Motors LLC
Hiley Cars Fort Worth LP
Hiley Cars Hurst
Kroger Texas LP
Luke Motor Company
MBGV LP
Moritz Chevrolet Ltd., Moritz Chrysler/Jeep Ltd., Moritz Imports Ltd., Moritz Imports II Ltd., Moritz Imports III Ltd.
Nichols Ford Ltd
No Limit Powersports LLC
North Fort Worth Dealership Acquisition LP
PPPGV LP
RML Burleson LLC
RML Fort Worth TX LLC
Safeway Inc. DBA Randall's Food Markets, Tom Thumb Food and Drugs
Saxet Equity Holdings Goldmound Inc.
Sewell Corporation of Ft Worth
Sewell FW LLC
Sewell Village Cadillac Company Inc.
Texan Ford Sales Ltd
TX Motors of North Richland Hills
UDM Company LLC
United Recreation & Mobile Home Center Inc.
Vandergriff Automotive II LLC
Vandergriff Chevrolet II LLC
Vandergriff Hyundai II LLC
Vanguard Auto Group LLC

MOTOR VEHICLE LICENSE AGREEMENT

Moritz Chevrolet Ltd, Moritz Chrysler/Jeep Ltd, Moritz Imports Ltd
Moritz Imports II Ltd, Moritz Imports III Ltd

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Moritz Chevrolet Ltd, Moritz Chrysler/Jeep Ltd, Moritz Imports Ltd
Moritz Imports II Ltd, Moritz Imports III Ltd

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

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

By: _____
Tim O'Hare
County Judge

By: _____
Signature

TAX ASSESSOR-COLLECTOR

Dottie Simmons
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: [Signature]
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"

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

MOTOR VEHICLE LICENSE AGREEMENT

Nichols Ford Ltd

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Nichols Ford Ltd

RECITALS:

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

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

AGREEMENT:

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

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

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.
7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.
9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).
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11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.
12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

Nichols Ford Ltd
DBA AutoNation Ford South Fort Worth

By: _____
Tim O'Hare
County Judge

By: James J. Murphy
Signature

TAX ASSESSOR-COLLECTOR

James J. Murphy
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

V. P. Finance
Title

APPROVED AS TO FORM:

By: [Signature]
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"

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

MOTOR VEHICLE LICENSE AGREEMENT

No Limits Powersports LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

No Limits Powersports LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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


No Limits Powersports LLC
DBA American Motorcycle Trading Company


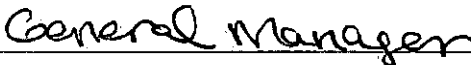
By: _____
Tim O'Hare
County Judge

By:  _____
Signature


TAX ASSESSOR-COLLECTOR

Printed Name

By:  _____
Wendy Burgess
Tarrant County

 _____
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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

- 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NO LIMITS POWERSPORTS LLC DBA AMERICAN MOTORCYCLE TRADING COMPANY
BEDFORD, TX United States
- 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
TARRANT COUNTY, TX

Certificate Number:
2024-1189949

Date Filed:
07/19/2024

Date Acknowledged:

- 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Jake Robison, and my date of birth is 10/18/83

My address is 4125 Jenny Lake Trail, Ft. Worth, TX, 76244, USA
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 24 day of July, 2024.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1189949

Date Filed:
07/19/2024

Date Acknowledged:
08/06/2024

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

NO LIMITS POWERSPORTS LLC DBA AMERICAN MOTORCYCLE TRADING COMPANY
BEDFORD, TX United States

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

TARRANT COUNTY, 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.

5
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

North Fort Worth Dealership Acquisition LP

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

North Fort Worth Dealership Acquisition LP

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

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

By: _____
Tim O'Hare
County Judge

By: _____
Signature

Ryan A Wissner

Printed Name

TAX ASSESSOR-COLLECTOR

By: _____
Wendy Burgess
Tarrant County

Controller
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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 NORTH FORT WORTH DEALERSHIP ACQUISITION LP DBA HILEY ACURA OF FORT WORTH, TX United States

Certificate Number:
 2024-1181870

Date Filed:
 06/27/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 24.
 TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

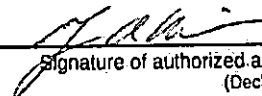
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is RYAN A WISSNER and my date of birth is 10/24/1971
 My address is 1126 ETON DR RICHARDSON TX 75080 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 27th day of JUNE, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1181870

Date Filed:
06/27/2024

Date Acknowledged:
07/03/2024

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.

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

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

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

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24

TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)

Signature of authorized agent of contracting business entity (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

PPPGV LP

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

PPPGV LP

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

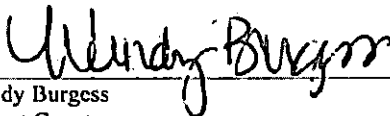
PPPGV LP
DBA Porsche Grapevine

By: _____
Tim O'Hare
County Judge

By: 
Signature


TAX ASSESSOR-COLLECTOR


Printed Name

By: 
Wendy Burgess
Tarrant County


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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

PPPGV LP DBA Porsche Grapevine
Grapevine, TX United States

Certificate Number:
2024-1177262

Date Filed:
06/18/2024

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

Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

490
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is ANNA SMITH and my date of birth is 12/5/1966

My address is 1300 TEXAS TRAIL GRAPEVINE TX 76051 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 2nd day of July, 2024
(month) (year)

Anna Smith
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PPPGV LP DBA Porsche Grapevine
Grapevine, TX United States

Certificate Number:
2024-1177262

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

Date Filed:
06/18/2024

Date Acknowledged:
07/03/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
490
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

RM&P Auto Group LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

RM&P Auto Group LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

RM&P Auto Group LLC
DBA Fort Worth Mitsubishi

By: _____
Tim O'Hare
County Judge

By: _____
Signature 


TAX ASSESSOR-COLLECTOR

Edward Pedraza
Printed Name

By: 
Wendy Burgess
Tarrant County

Owner
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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country, of the business entity's place of business.
RM&P AUTO GROUP LLC DBA FORT WORTH MITSUBISHI
FORT WORTH, TX United States

Certificate Number:
2024-1177363

Date Filed:
06/18/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

49
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Edward Pedrosa Jr. and my date of birth is 12/17/1983

My address is 8000 West Freeway Fort Worth TX 76108 Tarrant
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 19 day of JUNE, 2024
(month) (year)

X Edward Pedrosa Jr.
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1177363

Date Filed:
06/18/2024

Date Acknowledged:
06/25/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RM&P AUTO GROUP LLC DBA FORT WORTH MITSUBISHI
FORT WORTH, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
49
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

RML Burleson LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

RML Burleson LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

RML Burleson LLC
DBA Burleson Florida

By: _____
Tim O'Hare
County Judge

By: _____
Signature

Laura Pettis

TAX ASSESSOR-COLLECTOR

Printed Name

By: *Wendy Burgess*
Wendy Burgess
Tarrant County

Controller
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"

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

MOTOR VEHICLE LICENSE AGREEMENT

RML Fort Worth TX LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

RML Fort Worth TX LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

RML Fort Worth TX LLC
DBA Fort Worth Nissan

By: _____
Tim O'Hare
County Judge

By: _____
Signature

TAX ASSESSOR-COLLECTOR

Mark Lorenzen
Printed Name

By: _____
Wendy Burgess
Tarrant County

controller
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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1172779

Date Filed:
06/07/2024

Date Acknowledged:

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

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

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

46
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

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

My address is 1105 Jo Card St Colleyville TX 76034 USA
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 7 day of June, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1172779

Date Filed:
06/07/2024

Date Acknowledged:
06/25/2024

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

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

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

46
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)

Signature of authorized agent of contracting business entity (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs

THIS AGREEMENT is entered on this 1st day of September 2024 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

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". All supplies provided to Merchant must be kept in a secured environment.
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. Payment through ACH is required. Said payment 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 depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

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, 2026, 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.

22. **Compliance with Laws.** In providing the services required by this Agreement, Merchant 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. Merchant 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:

Safeway Inc DBA Randall's Food Markets, Tom
Thumb Food and Drugs
2401 E Randol Mill Ste 400
Arlington, TX 76011

By: _____
Tim O'Hare
County Judge

By: Mark Vela
Signature

TAX ASSESSOR-COLLECTOR:

Mark Vela
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Director, Front End Operations
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"

Tom Thumb 1780
1000 E Keller Pkwy
Keller, TX 76248

Tom Thumb.0070
4000 Glade Rd
Colleyville, TX 76034

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1184754

Date Filed:
07/08/2024

Date Acknowledged:

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

Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs
Arlington, TX United States

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

700
Motor Vehicle Registration Renewals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mark Vela	Arlington, Tx 76011		

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Mark Vela and my date of birth is 03-03-1969

My address is 2401 E. Randol Mill Rd. Arlington Tx 76011 U.S.
(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 8th day of July, 2024
(month) (year)

Mark Vela
(Signature of authorized agent of contracting business entity
(Declarant))

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1184754

Date Filed:
07/08/2024

Date Acknowledged:
07/11/2024

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

Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs
Arlington, TX United States

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

700
Motor Vehicle Registration 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)

MOTOR VEHICLE LICENSE AGREEMENT

Saxet Equity Holdings Goldmound Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

Saxet Equity Holdings Goldmound Inc

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Saxet Equity Holdings Goldmound Inc
DBA Norm Reeves Honda
7551 NE Loop 820
North Richland Hills, TX 76180

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

Saxet Equity Holdings Goldmound Inc
DBA Norm Reeves Honda

By: _____
Tim O'Hare
County Judge

By: Kelly Smith
Signature

TAX ASSESSOR-COLLECTOR

Kelly Smith
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

General Counsel
Title

APPROVED AS TO FORM:

By: [Signature]
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"

**Saxet Equity Holdings Goldmount Inc
DBA Norm Reeves Honda
7551 NE Loop 820
North Richland Hills, TX 76180**






Motor Vehicle License Agreement (Saxet Goldmound)

Final Audit Report

2024-07-25

Created:	2024-07-18
By:	Obi Ojirika (obi.ojirika@normreeves.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7m722SYJgzbpBxjKTVwlrUoJAKclGU0y

"Motor Vehicle License Agreement (Saxet Goldmound)" History

-  Document created by Obi Ojirika (obi.ojirika@normreeves.com)
2024-07-18 - 5:58:49 PM GMT
-  Document emailed to Kelly Smith (kelly.smith@normreeves.com) for signature
2024-07-18 - 5:59:01 PM GMT
-  Email viewed by Kelly Smith (kelly.smith@normreeves.com)
2024-07-25 - 2:23:17 PM GMT
-  Document e-signed by Kelly Smith (kelly.smith@normreeves.com)
Signature Date: 2024-07-25 - 2:23:53 PM GMT - Time Source: server
-  Agreement completed.
2024-07-25 - 2:23:53 PM GMT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1214877

Date Filed:
 09/16/2024

Date Acknowledged:

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

Saxet Equity Holdings Goldmound, Inc. dba Norm Reeves Honda
 North Richland Hills, TX United States

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

35

Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Conant Irrevocable Trust No. 7	Newport Beach, CA United States	X	
The Conant Irrevocable Trust No. 8	Newport Beach, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kelly Smith and my date of birth is 09/08/1987

My address is 8235 Douglas Avenue, Suite 1200, Dallas, TX, 75225, USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 20th day of September, 20 24
(month) (year)

Kelly Smith
Kelly Smith [Sep 20, 2024 12:27 PDT]

Signature of authorized agent of contracting business entity
 (Declarant)






Saxet Equity Holdings Goldmound, Inc dba Norm Reeves Honda (NRH) Form 1295 Certificate TX Ethics Commission

Final Audit Report

2024-09-20

Created:	2024-09-20
By:	Obi Ojirika (obi.ojirika@normreeves.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAECAIrACTIIDDkN3ddMSutQzi4OvP4R2Z

"Saxet Equity Holdings Goldmound, Inc dba Norm Reeves Honda (NRH) Form 1295 Certificate TX Ethics Commission" History

-  Document created by Obi Ojirika (obi.ojirika@normreeves.com)
2024-09-20 - 7:22:29 PM GMT
-  Document emailed to Kelly Smith (kelly.smith@normreeves.com) for signature
2024-09-20 - 7:22:32 PM GMT
-  Email viewed by Kelly Smith (kelly.smith@normreeves.com)
2024-09-20 - 7:27:01 PM GMT
-  Document e-signed by Kelly Smith (kelly.smith@normreeves.com)
Signature Date: 2024-09-20 - 7:27:31 PM GMT - Time Source: server
-  Agreement completed.
2024-09-20 - 7:27:31 PM GMT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1214877

Date Filed:
09/16/2024

Date Acknowledged:
09/20/2024

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

Saxet Equity Holdings Goldmound, Inc. dba Norm Reeves-Honda
North Richland Hills, TX United States

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

35
Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Conant Irrevocable Trust No. 7	Newport Beach, CA United States	X	
The Conant Irrevocable Trust No. 8	Newport Beach, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year).

Signature of authorized agent of contracting business entity (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Corporation of Ft Worth

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Sewell Corporation of Ft Worth

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

Sewell Corporation of Ft Worth
DBA Sewell Lexus of Fort Worth

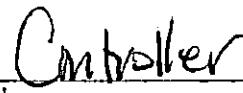
By: _____
Tim O'Hare
County Judge

By: 
Signature

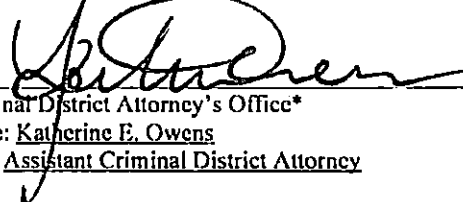
TAX ASSESSOR-COLLECTOR


Printed Name

By: 
Wendy Burgess
Tarrant County


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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sewell Corporation of Ft Worth DBA Sewell Lexus of Ft Worth
Fort Worth, TX United States

Certificate Number:
2024-1197888

Date Filed:
08/07/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

12
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Annette Starr and my date of birth is 4/8/1970

My address is 2110 N. Hill Drive Irving TX 75038 US
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 7 day of 08, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1197888

Date Filed:
08/07/2024

Date Acknowledged:
09/09/2024

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

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

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

12

Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Sewell FW LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Sewell FW LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

Sewell FW LLC
DBA Sewell Infiniti of Fort Worth

By: _____
Tim O'Hare
County Judge

By: 
Signature

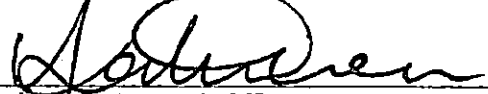
TAX ASSESSOR-COLLECTOR

Annette Staw
Printed Name

By: 
Wendy Burgess
Tarrant County

Controller
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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Sewell FW LLC DBA Sewell Infiniti of Fort Worth Fort Worth, TX United States	Certificate Number: 2024-1197892
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Tarrant County, Texas	Date Filed: 08/07/2024
Date Acknowledged:	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

14
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is Annette Starr and my date of birth is 4-8-1970

My address is 2110 N. Hill Drive Irving TX 75038 US
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 7 day of 08, 2024
(month) (year)

Annette Starr
 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties:
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1197892

Date Filed:
08/07/2024

Date Acknowledged:
09/09/2024

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

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

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

14

Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Sewell Village Cadillac Company Inc

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Sewell Village Cadillac Company Inc

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

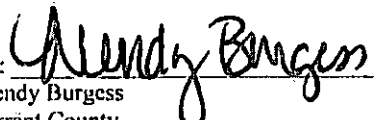
Sewell Village Cadillac Company Inc
DBA Sewell Cadillac of Grapevine

By: _____
Tim O'Hare
County Judge

By:  _____
Signature


TAX ASSESSOR-COLLECTOR


Printed Name

By:  _____
Wendy Burgess
Tarrant County


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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sewell Village Cadillac Company Inc DBA Sewell-Cadillac of Grapevine
Grapevine, TX United States

Certificate Number:
2024-1198877

Date Filed:
08/09/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

11
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Annette Starr, and my date of birth is 4-8-1970

My address is 2110 N. Hill Drive, Dallas, TX, 75038, US
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 8 day of Aug, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1198877

Date Filed:
 08/09/2024

Date Acknowledged:
 08/19/2024

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

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

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

11
 Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION:

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Texan Ford Sales Ltd

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Texan Ford Sales Ltd

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

Texan Ford Sales Ltd
DBA AutoNation Ford Arlington

By: _____
Tim O'Hare
County Judge

By: James J. Murphy
Signature

TAX ASSESSOR-COLLECTOR

James J. Murphy
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

V. P. Finance
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

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

MOTOR VEHICLE LICENSE AGREEMENT

TX Motors of North Richland Hills

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

TX Motors of North Richland Hills

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

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

By: _____
Tim O'Hare
County Judge

By: James J. Murphy
Signature

TAX ASSESSOR-COLLECTOR

James J. Murphy
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

r.p. Finance
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

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

MOTOR VEHICLE LICENSE AGREEMENT

UDM Company LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

UDM Company LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

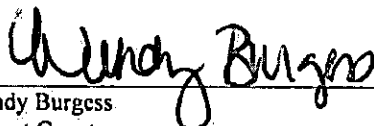
UDM Company LLC
DBA BMW of Grapevine


By: _____
Tim O'Hare
County Judge

By:  _____
Signature


TAX ASSESSOR-COLLECTOR

 _____
Printed Name

By:  _____
Wendy Burgess
Tarrant County

 _____
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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 UDM Company LLC DBA BMW of Grapevine
 Grapevine, TX United States

Certificate Number:
 2024-1197890

Date Filed:
 08/07/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

65
 Transfer of title on New and Used Vehicles

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is Annette Star, and my date of birth is 4-8-1970

My address is 2110 N. Hill Drive, Irving, TX, 75038, US
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 07 day of 08, 2024
(month) (year)

Annette Star
 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1197890

Date Filed:
 08/07/2024

Date Acknowledged:
 08/19/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 UDM Company LLC DBA BMW of Grapevine
 Grapevine, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 65
 Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

United Recreation & Mobile Home Center Inc

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

United Recreation & Mobile Home Center Inc

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

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

By: _____
Tim O'Hare
County Judge

By: W. H. White, Jr.
Signature

TAX ASSESSOR-COLLECTOR

W. H. WHITE, JR.
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

PRESIDENT
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

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

MOTOR VEHICLE LICENSE AGREEMENT

Vandergriff Automotive II LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Vandergriff Automotive II LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

Vandergriff Automotive II LLC
DBA Vandergriff Toyota

By: _____
Tim O'Hare
County Judge

By: *[Signature]*
Signature

TAX ASSESSOR-COLLECTOR

Cerise Garcia
Printed Name

By: *[Signature]*
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: *[Signature]*
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"

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

MOTOR VEHICLE LICENSE AGREEMENT

Vandergriff Chevrolet II LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Vandergriff Chevrolet II LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

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

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

By: _____
Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Vandergriff Chevrolet II LLC
DBA Vandergriff Chevrolet

By: Ashley Matthews
Signature

Ashley Matthews
Printed Name

Controller
Title

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

EXHIBIT "A"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vandergriff Chevrolet II LLC Vandergriff Chevrolet
Arlington, TX United States

Certificate Number:
2024-1194945

Date Filed:
07/31/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
491
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ashley Matthews, and my date of birth is 12/20/84.

My address is 2330 Bois D Arc Ln. Midlothian TX 76065 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 31 day of Jul, 2024.
(month) (year)

Ashley Math
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1194945

Date Filed:
 07/31/2024

Date Acknowledged:
 08/02/2024

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

Vandergriff Chevrolet II LLC Vandergriff Chevrolet
 Arlington, TX United States

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

Tarrant County, 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.

491
 Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Vandergriff Hyundai II LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Vandergriff Hyundai II LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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COUNTY:

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

DEALERSHIP:

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

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

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

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

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

Vandergriff Hyundai II LLC
DBA Vandergriff Hyundai

By: _____
Tim O'Hare
County Judge

By: Volley Matthews
Signature

TAX ASSESSOR-COLLECTOR

Ashley Matthews
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: [Signature]
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"

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vandergriff Hyundai II LLC dba Vandergriff Hyundai
Arlington, TX United States

Certificate Number:
2024-1194947

Date Filed:
07/31/2024

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.

29
Transfer of title on New and Used Vehicles

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

5. Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ashley Matthews and my date of birth is 12/20/84
My address is 2330 Bois D Arc Ln. Midlothian TX 76065 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 31 day of Jul, 2024.
(month) (year)

Ashley Matthews
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Vandergriff Hyundai II LLC dba Vandergriff Hyundai
 Arlington, TX United States

Certificate Number:
 2024-1194947

Date Filed:
 07/31/2024

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

Tarrant County, TX

Date Acknowledged:
 08/02/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

29.
 Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Vanguard Auto Group LLC

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

Vanguard Auto Group LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Vanguard Auto Group LLC
DBA Vanguard KIA of Arlington, DBA KIA of Arlington
1501 E IH 20
Arlington, TX 76018

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

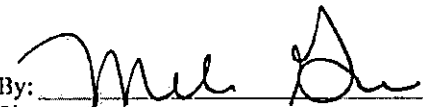
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer 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:

Vanguard Auto Group LLC
DBA Vanguard KIA of Arlington, DBA KIA of
Arlington

By: _____
Tim O'Hare
County Judge

By:  _____
Signature


TAX ASSESSOR-COLLECTOR

Melane Gunsolos
Printed Name

By:  _____
Wendy Burgess
Tarrant County

Controller
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"

Vanguard Auto Group LLC
DBA Vanguard KIA of Arlington, DBA KIA of Arlington
1501 E IH 20
Arlington, TX 76018

MOTOR VEHICLE LICENSE AGREEMENT

Five Star Ford of Texas Ltd

THIS AGREEMENT is entered on this 1st day of September 2024 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.

Five Star Ford of Texas Ltd

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Five Star Ford of Texas Ltd
DBA Five Star Ford
6618 NE Loop 820
North Richland Hills, TX 76180

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

Five Star Ford of Texas Ltd
DBA Five Star Ford

By: _____
Tim O'Hare
County Judge

By: Shelley Hacker
Signature

TAX ASSESSOR-COLLECTOR

Shelley Hacker
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

Five Star Ford of Texas Ltd
DBA Five Star Ford
6618 NE Loop 820
North Richland Hills, TX 76180

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1177827

Date Filed:
06/19/2024

Date Acknowledged:

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

Five Star Ford of Texas LTD DBA Five Star Ford
North Richland Hills, TX United States

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

Tarrant County

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.

123
Transfer of title New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Shelley Hacker, and my date of birth is 05/09/1972
 My address is 604 Sportsman Park Road Azle TX 76020 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 19 day of June, 2024.
(month) (year)

Shelley Hacker
 Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1177827

Date Filed:
 06/19/2024

Date Acknowledged:
 06/25/2024

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

Five Star Ford of Texas LTD DBA Five Star Ford
 North Richland Hills, TX United States

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

Tarrant County

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.

123
 Transfer of title New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Five Star Subaru of Grapevine LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Five Star Subaru of Grapevine LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Five Star Subaru of Grapevine LLC
DBA Five Star Subaru
1635 S Interstate 35E
Carrollton, TX 75006

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

EXHIBIT "A"

Five Star Subaru of Grapevine LLC
DBA Five Star Subaru
2050 Diplomat Dr
Farmers Branch, TX 75234

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.

Five Star Subaru of Grapevine LLC DBA Five Star Subaru
Grapevine, TX United States

Certificate Number:
2024-1203388

Date Filed:
08/20/2024

Date Acknowledged:

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

122

Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

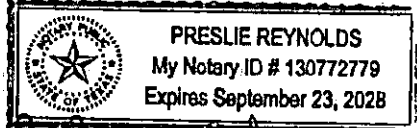
6 UNSWORN DECLARATION

My name is LeAnne Dtran, and my date of birth is 7/01/1962

My address is 5216 Getma Ln, Sachse, TX, 75048, 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 20th day of August, 2024
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1203388

Date Filed:
 08/20/2024

Date Acknowledged:
 08/26/2024

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

Five Star Subaru of Grapevine LLC DBA Five Star Subaru
 Grapevine, TX, United States

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

122
 Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)

 Signature of authorized agent of contracting business entity (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Fort Worth CJD, LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Fort Worth CJD, LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Fort Worth CJD, LLC
DBA Meador Dodge Chrysler Jeep Ram
9501 S Freeway
Fort Worth, TX 76140

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

Fort Worth CJD, LLC
DBA Meador Dodge Chrysler Jeep Ram

By: _____
Tim O'Hare
County Judge

By: Cathryn Stratton
Signature

TAX ASSESSOR-COLLECTOR

Cathryn Stratton
Printed Name:

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

Fort Worth CJD, LLC
DBA Meador Dodge Chrysler Jeep Ram
9501 S Freeway
Fort Worth, TX 76140

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1203869

Date Filed:
08/21/2024

Date Acknowledged:

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

Fort Worth CJD, LLC DBA Meador Dodge Chrysler Jeep Ram
Fort Worth, TX United States

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

312

Transfer of title on New and Used Vehicles

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

5 Check only if there is NO interested Party.



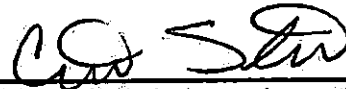
6 UNSWORN DECLARATION

My name is Cathryn Stratton and my date of birth is Jan 21, 1987

My address is 9501 S Fwy Fort Worth TX 76140 US
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 21st day of Aug, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1203869

Date Filed:
08/21/2024

Date Acknowledged:
08/23/2024

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

Fort Worth CJD, LLC DBA Meador Dodge Chrysler Jeep Ram
Fort Worth, TX United States

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

312

Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Fort Worth Motorcars LP

THIS AGREEMENT is entered on this 1st day of September 2024 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

Fort Worth Motorcars LP

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Fort Worth Motorcars LP
DBA Hiley Hyundai West, DBA Hiley Mazda of Fort Worth
3000 Almeda St
Fort Worth, TX 76116

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

Fort Worth Motorcars LP
DBA Hiley Hyundai West, DBA Hiley Mazda
of Fort Worth

By: _____
Tim O'Hare
County Judge

By: *Sheila Westfall*
Signature

Sheila Westfall
Printed Name

TAX ASSESSOR-COLLECTOR
By: *Wendy Burgess*
Wendy Burgess
Tarrant County

CEO
Title

APPROVED AS TO FORM:
By: *Katherine E. Owens*
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"

Fort Worth Motorcars LP
Dba Hiley Hyundai West, DBA Hiley Mazda of Fort Worth
3000 Almeda St
Fort Worth, TX 76116

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fort Worth Motorcars LP dba Hiley Hyundai West/Hiley Mazda of Fort Worth
Fort Worth, TX United States

Certificate Number:
2024-1191556

Date Filed:
07/24/2024

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

Date Acknowledged:

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.

32
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sheila Westfall and my date of birth is 11/01/1962

My address is 2236 Ridgewood Bedford TX 76021 US
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 24th day of July, 2024
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1191556

Date Filed:
 07/24/2024

Date Acknowledged:
 07/30/2024

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

Fort Worth Motorcars LP dba Hiley Hyundai West/Hiley Mazda of Fort Worth
 Fort Worth, TX United States

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

32
 TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC)

THIS AGREEMENT is entered on this 1st day of September 2024 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

Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC)

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC) DBA Toyota of Fort Worth
9001 Camp Bowie W Blvd
Fort Worth, TX 76116

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

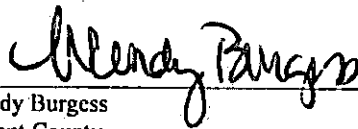
Fort Worth Motors LLC (known in Texas
as DAG Fort Worth Motors LLC)
DBA Toyota of Fort Worth

By: _____
Tim O'Hare
County Judge

By: 
Signature

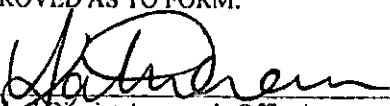
TAX ASSESSOR-COLLECTOR

Christopher Doherty
Printed Name

By: 
Wendy Burgess
Tarrant County

managing member
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"

Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC)
DBA Toyota of Fort Worth
9001 Camp Bowic W Blvd
Fort Worth, TX 76116

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC) DBA Toyota of Fort Worth WORTH, TX United States

Certificate Number:
2024-1183287

Date Filed:
07/02/2024

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

Date Acknowledged:

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.
128
Transfer of title on New and Used vehicles

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

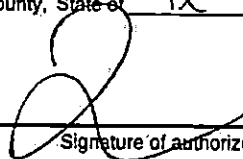
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Frances Perry and my date of birth is _____
My address is 9001 Camp Bowie Blvd Fort Worth TX 76116
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Tx, on the 2 day of July, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1183287

Date Filed:
 07/02/2024

Date Acknowledged:
 07/03/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC) DBA Toyota of Fort Worth WORTH, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 128
 Transfer of title on New and Used vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Frank Kent Cadillac LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Frank Kent Cadillac LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Frank Kent Cadillac LLC
DBA Frank Kent Cadillac of Arlington
4800 Bryant Irvin Ct
Fort Worth, TX 76107

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

Frank Kent Cadillac LLC
DBA Frank Kent Cadillac of Arlington

By: _____
Tim O'Hare
County Judge

By: Annett Pool
Signature

TAX ASSESSOR-COLLECTOR

ANNETT POOL
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

Frank Kent Cadillac LLC
DBA Frank Kent Cadillac of Arlington
4800 Bryant Irvin Ct
Fort Worth, TX 76107

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.
Frank Kent Cadillac LLC Frank Kent Cadillac of Arlington
Arlington, TX United States

Certificate Number:
2024-1178328

Date Filed:
06/20/2024

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

Date Acknowledged:

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.
88
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is ANNETT POOL and my date of birth is 5-10-72

My address is 2113 Ridgcrest Dr. Weatherford TX 76087 USA
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TX, on the 20 day of June, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024:1178328

Date Filed:
 06/20/2024

Date Acknowledged:
 06/25/2024

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

Frank Kent Cadillac LLC Frank Kent Cadillac of Arlington
 Arlington, TX United States

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

88
 Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in: _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Frank Kent Cadillac LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Frank Kent Cadillac LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Frank Kent Cadillac LLC
4800 Bryant Irvin Ct
Fort Worth, TX 76107

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

Frank Kent Cadillac LLC

By: _____
Tim O'Hare
County Judge

By: Annett Pool
Signature

TAX ASSESSOR-COLLECTOR

ANNETT POOL
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

Frank Kent Cadillac LLC
4800 Bryant Irvin Ct
Fort Worth, TX 76107

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.

Frank Kent Cadillac LLC
Fort Worth, TX United States

Certificate Number:
2024-1178319

Date Filed:
06/20/2024

Date Acknowledged:

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23

Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is ANNETT POOL, and my date of birth is 5-30-72.

My address is 2113 Ridgcrest Dr. (street), Weatherford (city), TX (state), 76087 (zip code), USA (country).

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

Executed in Tarrant County, State of TX, on the 20 day of June, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1178319

Date Filed:
06/20/2024

Date Acknowledged:
06/25/2024

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

Frank Kent Cadillac LLC
Fort Worth, TX United States

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

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Freeman Financial Investment Company LP

THIS AGREEMENT is entered on this 1st day of September 2024 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

Freeman Financial Investment Company LP

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

Freeman Financial Investment Company LP
DBA Freeman Toyota
204 NE Loop 820
Hurst, TX 76053

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

Freeman Financial Investment Company LP
DBA Freeman Toyota

By: _____
Tim O'Hare
County Judge

By: Cindy Wylie
Signature

TAX ASSESSOR-COLLECTOR

Cindy Wylie
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: [Signature]
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"

Freeman Financial Investment Company LP
DBA Freeman Toyota
204 NE Loop 820
Hurst, TX 76053

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.

FREEMAN FINANCIAL INVESTMENT COMPANY LP DBA FREEMAN TOYOTA
HURST, TX United States

Certificate Number:
2024-1176557

Date Filed:
06/17/2024

Date Acknowledged:

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

TARRANT COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

42
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

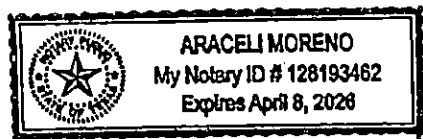
6 UNSWORN DECLARATION

My name is Cindy Wylie and my date of birth is 01/06/1965

My address is 13900 Noel Rd Dallas Tx 75240 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 June, 2024
(month) (year)



Cindy Wylie
Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 -4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1176557

Date Filed:
 06/17/2024

Date Acknowledged:
 06/25/2024

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

FREEMAN FINANCIAL INVESTMENT COMPANY LP DBA FREEMAN TOYOTA
 HURST, TX United States

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

TARRANT COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

42
 TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

GPI TX-A Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

GPI TX-A Inc

RECITALS:

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

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

AGREEMENT:

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

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

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.
7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.
9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).
10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.
12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

GPI TX-A Inc
DBA Audi Grapevine
11550 LBJ Fwy
Dallas, TX 75238

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

GPI TX-A Inc
DBA Audi Grapevine

By: _____
Tim O'Hare
County Judge

By: _____
Signature

TAX ASSESSOR-COLLECTOR

Printed Name

By: _____
Wendy Burgess
Tarrant County

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"

GPI TX-A Inc
DBA Audi Grapevine
11550 LBJ Fwy
Dallas, TX 75238

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.

GPI TX-A, INC., DBA AUDI GRAPEVINE
GRAPEVINE, TX United States

Certificate Number:
2024-1212325

Date Filed:
09/10/2024

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.

9

TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tammy Owen, and my date of birth is 7-12-70

My address is 11550 LBJ Freeway, Dallas, TX, 75238, USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 10th day of Sept, 2024.
(month) (year)

Tammy Owen
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1212325

Date Filed:
 09/10/2024

Date Acknowledged:
 09/12/2024

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

GPI TX-A, INC., DBA AUDI GRAPEVINE
 GRAPEVINE, TX United States

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

TARRANT COUNTY, TX

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 TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

GPI TX-AII Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

GPI TX-AII Inc

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

GPI TX-All Inc
DBA Audi Fort Worth
11550 LBJ Fwy
Dallas, TX 75238

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

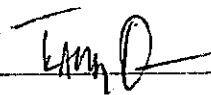
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer 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:

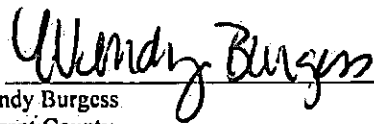
GPI TX-All Inc
DBA Audi Fort Worth

By: _____
Tim O'Hare
County Judge

By:  _____
Signature

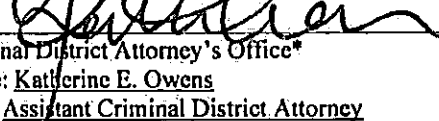
TAX ASSESSOR-COLLECTOR

Printed Name Tammy Owen

By:  _____
Wendy Burgess
Tarrant County

Title MKT Controller

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"

GPI TX-All Inc
DBA Audi Fort Worth
11550 LBJ Fwy
Dallas, TX 75238

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1212327

Date Filed:
09/10/2024

Date Acknowledged:

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

GPI TX-All Inc DBA Audi Fort Worth
Fort Worth, TX United States

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

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

66
TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tammy Owen, and my date of birth is 7-12-70

My address is 11550 LAJ Freeway, Dallas, TX, 75238, USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 10th day of Sept, 2024.
(month) (year)

Tammy Owen
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 GPI TX-All Inc DBA Audi Fort Worth
 Fort Worth, TX United States

Certificate Number:
 2024-1212327

Date Filed:
 09/10/2024

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

Date Acknowledged:
 09/12/2024

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.
 66
 TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

GPI TX-SBIII Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

GPI TX-SBIII Inc

RECITALS:

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

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

AGREEMENT:

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

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
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6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

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

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

DEALERSHIP:

GPI TX-SBIII Inc
DBA BMW of Arlington
11550 LBJ Fwy
Dallas, TX 75238

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

GPI TX-SBIII Inc
DBA BMW of Arlington

By: _____
Tim O'Hare
County Judge

By: _____
Signature

TAX ASSESSOR-COLLECTOR

Printed Name

By: _____
Wendy Burgess
Tarrant County

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"

GPI TX-SBIII Inc
DBA BMW of Arlington
11550 LBJ Fwy
Dallas, TX 75238

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.

GPI TX-SBIII Inc DBA BMW of Arlington
ARLINGTON, TX United States

Certificate Number:
2024-1212322

Date Filed:
09/10/2024

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

TARRANT COUNTY, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7

TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is Tammy Owen, and my date of birth is 7-12-70

My address is 11550 LBJ Freeway, Dallas, TX, 75238, USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 10th day of Sept, 2024
(month) (year)

Tammy Owen
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1212322

Date Filed:
 09/10/2024

Date Acknowledged:
 09/12/2024

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

GPI TX-SBIII Inc DBA BMW of Arlington
 ARLINGTON, TX United States

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

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7
 TRANSFER OF TITLE ON NEW AND USED VEHICLES

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

GPVN Motors LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

GPVN Motors LLC

RECITALS:

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

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

AGREEMENT:

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

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

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

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

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

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

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

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

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

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

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

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

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

DEALERSHIP:

GPVN Motors LLC
DBA Texas Nissan of Grapevine
701 E State Hwy 114
Grapevine, TX 76051

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

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

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

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

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

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

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

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

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

GPVN Motors LLC
DBA Texas Nissan of Grapevine

By: _____
Tim O'Hare
County Judge

By: _____
Signature

TAX ASSESSOR-COLLECTOR

Printed Name

By: _____
Wendy Burgess
Tarrant County

Amanda Ellis
Controller
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"

GPVN Motors LLC
DBA Texas Nissan of Grapevine
701 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1212775

Date Filed:
09/11/2024

Date Acknowledged:

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

GPVN Motors LLC DBA Texas Nissan of Grapevine
Grapevine, TX United States

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

48
Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Amanda Ellis and my date of birth is Aug 18, 1979

My address is 8430 Ebony Dr Dallas TX 75243 US
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 9 day of Sept, 2024
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1212775

Date Filed:
09/11/2024

Date Acknowledged:
09/16/2024

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

GPVN Motors LLC DBA Texas Nissan of Grapevine
Grapevine, TX United States

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

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

48

Transfer of title on New and Used Vehicles

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Grapevine Dealership Acquisition Ltd

THIS AGREEMENT is entered on this 1st day of September 2024 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

Grapevine Dealership Acquisition Ltd

RECITALS:

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

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

AGREEMENT:

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

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

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

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

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Grapevine Dealership Acquisition Ltd
DBA Freeman Buick GMC
501 W State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.


24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:


Grapevine Dealership Acquisition Ltd
DBA Freeman Buick GMC

By: _____
Tim O'Hare
County Judge

By:  _____
Signature

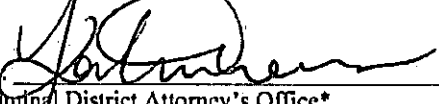
TAX ASSESSOR-COLLECTOR

MARK FULK
Printed Name

By:  _____
Wendy Burgess
Tarrant County

CONTROLLER
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"

Grapevine Dealership Acquisition Ltd
DBA Freeman Buick GMC
501 W State Hwy 114
Grapevine, TX 76051

MOTOR VEHICLE LICENSE AGREEMENT

Grapevine Imports LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Grapevine Imports LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Grapevine Imports LLC
DBA Texas Toyota of Grapevine
701 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Grapevine Imports LLC
DBA Texas Toyota of Grapevine

By: _____
Tim O'Hare
County Judge

By: _____
Signature

TAX ASSESSOR-COLLECTOR

_____ *Amanda Ellis*
Printed Name

By: _____ *Wendy Burgess*
Wendy Burgess
Tarrant County

_____ *Controller*
Title

APPROVED AS TO FORM:

By: _____ *Katherine E. Owens*
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"

Grapevine Imports LLC
DBA Texas Toyota of Grapevine
701 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1212773

Date Filed:
09/11/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grapevine Imports LLC DBA Texas Toyota of Grapevine
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

47

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

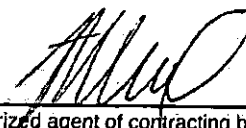
6 UNSWORN DECLARATION

My name is Amranda Ellis and my date of birth is Aug. 18, 1979

My address is 8430 Ebony Dr Dallas TX 75243 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas on the 9 day of Sept, 20 24
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1212773

Date Filed:
09/11/2024

Date Acknowledged:
09/16/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grapevine Imports LLC DBA Texas Toyota of Grapevine
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

47

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Grubbs Automotive GRA LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Grubbs Automotive GRA LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Grubbs Automotive GRA LLC
DBA Grubbs Acura
1600 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Grubbs Automotive GRA LLC
DBA Grubbs Acura

By: _____
Tim O'Hare
County Judge

By: *[Signature]*
Signature

TAX ASSESSOR-COLLECTOR

Emily Perrine
Printed Name

By: *[Signature]*
Wendy Burgess
Tarrant County

VP of Accounting
Title

APPROVED AS TO FORM:

By: *[Signature]*
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"

Grubbs Automotive GRA LLC
DBA Grubbs Acura
1600 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1195436

Date Filed:
08/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Automotive GRA LLC DBA Grubbs Acura
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

89

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



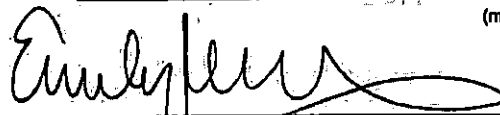
6 UNSWORN DECLARATION

My name is Emily Perrine and my date of birth is 4/2/1988

My address is 1600 E State Hwy 114, Grapevine, TX, 76051, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 1 day of August, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1195436

Date Filed:
08/01/2024

Date Acknowledged:
08/05/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Automotive GRA LLC DBA Grubbs Acura
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

89

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Grubbs Automotive GRV LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Grubbs Automotive GRV LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

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COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Grubbs Automotive GRV LLC
DBA Grubbs Volvo
1600 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

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22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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.

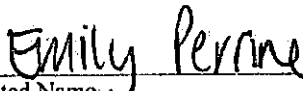
COUNTY OF TARRANT
STATE OF TEXAS:

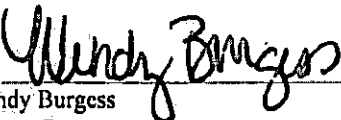
Grubbs Automotive GRV LLC
DBA Grubbs Volvo


By: _____
Tim O'Hare
County Judge

By:  _____
Signature

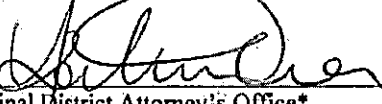
TAX ASSESSOR-COLLECTOR

 _____
Printed Name

By:  _____
Wendy Burgess
Tarrant County

 _____
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"

Grubbs Automotive GRV LLC
DBA Grubbs Volvo
1600 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1195441

Date Filed:
 08/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 GRUBBS AUTOMOTIVE GRV LLC DBA GRUBBS VOLVO
 GRAPEVINE, TX United States.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

74
 Transfer of title on New and Used Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

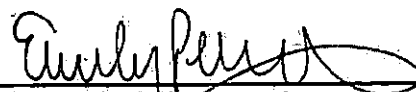
6 UNSWORN DECLARATION

My name is Emily Perrine and my date of birth is 4/2/1988

My address is 1600 E. State Hwy 114 Grapevine TX 76051 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 1 day of August, 20 24.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties:

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1195441

Date Filed:
08/01/2024

Date Acknowledged:
08/05/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GRUBBS AUTOMOTIVE GRV LLC DBA GRUBBS VOLVO
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

74

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Grubbs Infiniti Ltd

THIS AGREEMENT is entered on this 1st day of September 2024 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

Grubbs Infiniti Ltd

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Grubbs Infiniti Ltd
1600 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

EXHIBIT "A"

Grubbs Infiniti Ltd
1600 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Grubbs Infiniti Ltd
 GRAPEVINE, TX United States

Certificate Number:
 2024-1195293

Date Filed:
 08/01/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 TARRANT COUNTY, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 110
 Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Emily Perrine and my date of birth is 4/2/1988

My address is 11600 E State Hwy 114 Grapevine TX 76051 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX on the 1 day of August, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1195293

Date Filed:
 08/01/2024

Date Acknowledged:
 08/05/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Infiniti Ltd
 GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

110
 Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Grubbs Nissan LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Grubbs Nissan LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Grubbs Nissan LLC
PO Box 845
Bedford, TX 76095

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Grubbs Nissan LLC

By: _____
Tim O'Hare
County Judge

By: Bruce Winkewede
Signature

TAX ASSESSOR-COLLECTOR

Bruce Winkewede
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

Grubbs Nissan LLC
310 Airport Fwy
Bedford, TX 76022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1187011

Date Filed:
07/13/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Nissan LLC
Bedford, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

212
Transfer of title on New and Used vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

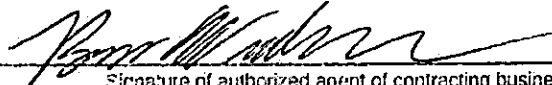
6 UNSWORN DECLARATION

My name is Bruce Winkenweder and my date of birth is 9-8-62

My address is 7112 Deville Dr N. Richland Hills TX 76180 Tarrant
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 13 day of July, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1187011

Date Filed:
 07/13/2024

Date Acknowledged:
 07/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grubbs Nissan LLC
 Bedford, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

212
 Transfer of title on New and Used vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Hart and Vogt Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

Hart and Vogt Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Hart and Vogt Inc
DBA Vogt, DBA Vogt Motorhome Center, DBA Airstream of DFW
5501 Airport Fwy
Haltom City, TX 76117

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.


24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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.

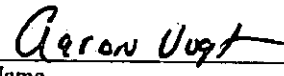
COUNTY OF TARRANT
STATE OF TEXAS:

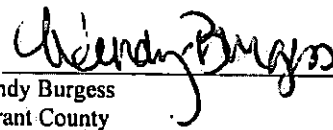
Hart and Vogt Inc.
DBA Vogt, DBA Vogt Motorhome Center,
DBA Airstream of DFW

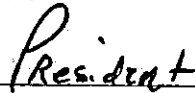
By: _____
Tim O'Hare
County Judge

By: 
Signature


TAX ASSESSOR-COLLECTOR


Printed Name

By: 
Wendy Burgess
Tarrant County


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"

Hart and Vogt Inc
DBA Vogt, DBA Vogt Motorhome Center, DBA Airstream of DFW
5501 Airport Fwy
Haltom City, TX 76117

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hart and Vogt Inc DBA Vogt, Vogt Motorhome Center, DBA Airstream of DFW
Ft. Worth, TX United States

Certificate Number:
2024-1183273

Date Filed:
07/02/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
TARRANT COUNTY TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
84
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

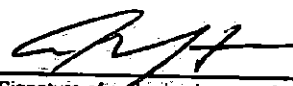
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Aaron Vogt and my date of birth is 2-7-1978
My address is 6609 Providence Road Colleyville Tx 76034 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Tx, on the 1 day of July, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1183273

Date Filed:
 07/02/2024

Date Acknowledged:
 07/08/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hart and Vogt, Inc DBA Vogt, Vogt Motorhome Center, DBA Airstream of DFW
 Ft. Worth, TX United States

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY TEXAS

3 Provide the Identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

84

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

HFWBH Motors LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

HFWBH Motors LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

HFWBH Motors LLC
DBA Honda of Fort Worth
3400 W Loop 820 S
Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.


24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

HFWBH Motors LLC
DBA Honda of Fort Worth

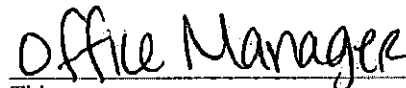
By: _____
Tim O'Hare
County Judge

By: 
Signature


TAX ASSESSOR-COLLECTOR


Printed Name

By: 
Wendy Burgess
Tarrant County


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"

HFWBH Motors LLC
DBA Honda of Fort Worth
3400 W Loop 820 S
Fort Worth, TX 76116

MOTOR VEHICLE LICENSE AGREEMENT

Hiley Cars Fort Worth LP

THIS AGREEMENT is entered on this 1st day of September 2024 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

Hiley Cars Fort Worth LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

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COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Hiley Cars Fort Worth LP
DBA Hiley Buick GMC, DBA Hiley Subaru of Fort Worth
3000 Alameda St
Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

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21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

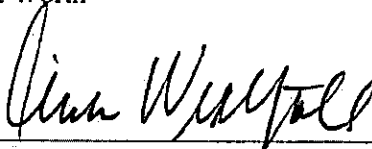
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer 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:

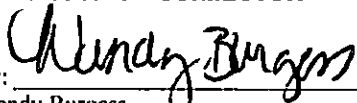
Hiley Cars Fort Worth LP
DBA Hiley Buick GMC, DBA Hiley Subaru of
Fort Worth

By: _____
Tim O'Hare
County Judge

By: 
Signature


TAX ASSESSOR-COLLECTOR


Printed Name

By: 
Wendy Burgess
Tarrant County


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"

Hiley Cars Fort Worth LP
DBA Hiley Buick GMC, DBA Hiley Subaru of Fort Worth
3000 Alameda St
Fort. Worth, TX 76116

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hiley Cars Fort Worth LP dba Hiley Buick GMC/Hiley Subaru of Fort Worth
Fort Worth, TX United States

Certificate Number:
2024-1191583

Date Filed:
07/24/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, Texas

Date Acknowledged:

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.

30

TRANSFER OF TITLE ON NEW AND USED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sheila Westfall and my date of birth is 11/01/1962.

My address is 2236 Ridgewood Bedford TX 76021 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 24th day of July, 2024.
(month) (year)

Sheila Westfall
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1191583

Date Filed:
 07/24/2024

Date Acknowledged:
 07/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hiley Cars Fort Worth LP dba Hiley Buick GMC/Hiley Subaru of Fort Worth
 Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

30
 TRANSFER OF TITLE ON NEW AND USED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Hiley Cars Hurst LP

THIS AGREEMENT is entered on this 1st day of September 2024 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

Hiley Cars Hurst LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Hiley Cars Hurst LP
DBA Hiley Mazda of Hurst
3000 Almeda St
Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

By: _____
Tim O'Hare
County Judge

Hiley Cars Hurst LP
DBA Hiley Mazda of Hurst
By: Sheila Westfall
Signature

TAX ASSESSOR-COLLECTOR
By: Wendy Burgess
Wendy Burgess
Tarrant County

Sheila Westfall
Printed Name
CFO
Title

APPROVED AS TO FORM:
By: Katherine E. Owens
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"

Hiley Cars Hurst LP
DBA Hiley Mazda of Hurst
3000 Alameda St
Fort Worth, TX 76108

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Hiley Cars Hurst LP, dba Hiley Mazda of Hurst
 Hurst, TX United States

Certificate Number:
 2024-1191576

Date Filed:
 07/24/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Tarrant County, Texas

Date Acknowledged:

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.
 140
 TRANSFER OF TITLE ON NEW AND USED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.

6 UNSWORN DECLARATION

My name is Sheila Westfall and my date of birth is 11/01/1962

My address is 2236 Ridgewood Bedford TX 76021 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 24th day of July, 2024.
(month) (year)

Sheila Westfall
 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1191576

Date Filed:
 07/24/2024

Date Acknowledged:
 07/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hiley Cars Hurst LP, dba Hiley Mazda of Hurst
 Hurst, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

140
 TRANSFER OF TITLE ON NEW AND USED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Kroger Texas LP

THIS AGREEMENT is entered on this 1st day of September 2024 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

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". All supplies provided to Merchant must be kept in a secured environment.
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. Payment through ACH is required. Said payment 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 depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

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, 2026, 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.

22. **Compliance with Laws.** In providing the services required by this Agreement, Merchant 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. Merchant 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:

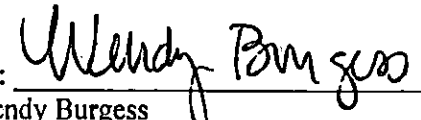
Kroger Texas LP
751 Freeport Pkwy
Coppell, TX 75019

By: _____
Tim O'Hare
County Judge

By: 
Signature


Stephanie Curtis
Printed Name

TAX ASSESSOR-COLLECTOR:

By: 
Wendy Burgess
Tarrant County

Operations Admin Asst.
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"

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
N 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

Kroger 582
9135 Grapevine Hwy
N Richland Hills, TX 76180

Kroger 584
3001 Matlock Rd
Mansfield, TX 76063

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
N Richland Hills, TX 76180

Kroger 817
2525 W I-20
Grand Prairie, TX 75052

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

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.
Kroger Texas LP
Coppell, TX United States

Certificate Number:
2024-1215827

Date Filed:
09/18/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
501
Motor Vehicle Registration 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.

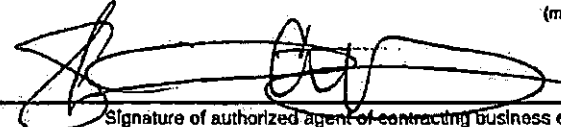
6 UNSWORN DECLARATION

My name is Stephanie Curtis and my date of birth is 4/6/84

My address is 751 Freepoint Pkwy Coppell TX 75019 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 18 day of Sept, 2024
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1215827

Date Filed:
09/18/2024

Date Acknowledged:
09/18/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kroger Texas LP
Coppell, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

501
Motor Vehicle Registration 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)

MOTOR VEHICLE LICENSE AGREEMENT

Luke Motor Company II LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Luke Motor Company II LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Luke Motor Company II LLC
DBA Vandergriff Honda
1104 W I 20
Arlington, TX 76017

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Luke Motor Company II LLC
DBA Vandergriff Honda

By: _____
Tim O'Hare
County Judge

By: [Signature]
Signature

TAX ASSESSOR-COLLECTOR

[Signature]
Printed Name

By: [Signature]
Wendy Burgess
Tarrant County

[Signature]
Title

APPROVED AS TO FORM:

By: [Signature]
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"

Luke Motor Company II LLC
DBA Vandergriff Honda
1104 W I 20
Arlington, TX 76017

MOTOR VEHICLE LICENSE AGREEMENT

MBGV LP

THIS AGREEMENT is entered on this 1st day of September 2024 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

MBGV LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

MBGV LP
DBA Mercedes-Benz of Grapevine
1300 Texan Trail
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:


MBGV LP
DBA Mercedes-Benz of Grapevine

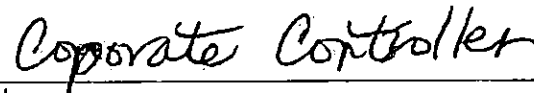
By: _____
Tim O'Hare
County Judge

By: 
Signature

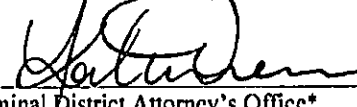
TAX ASSESSOR-COLLECTOR


Printed Name

By: 
Wendy Burgess
Tarrant County


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"

MBGV LP
DBA Mercedes-Benz of Grapevine
1300 Texan Trail
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MBGV LP DBA Mercedes-Benz of Grapevine
Grapevine, TX United States

Certificate Number:
2024-1177246

Date Filed:
06/18/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

3
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary


5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is ANNA SMITH and my date of birth is 12/5/1966
My address is 1300 Texas Trail Grapevine TX 76051 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 2nd day of July, 2024
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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.

MOTOR VEHICLE LICENSE AGREEMENT

Avis Rent A Car System LLC,

Avis Budget Car Rental LLC,

Budget Rent A Car System Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

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". All supplies provided to Merchant must be kept in a secured environment.
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1185575

Date Filed:
 07/10/2024

Date Acknowledged:
 07/11/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Autobahn Imports LP DBA Autobahn Motorcars/Land Rover of Fort Worth
 Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2
 Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

My address is: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

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.
Autobahn Imports LP DBA Autobahn Motorcars/Land Rover of Fort Worth
Fort Worth, TX United States

Certificate Number:
2024-1185575

Date Filed:
07/10/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

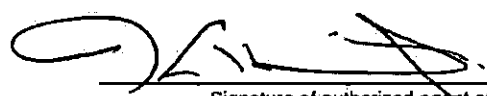
6 UNSWORN DECLARATION

My name is Henry Hammit and my date of birth is 9.5.59

My address is 7600 W 7th Street #1325 Fort Worth TX 76107 U.S.
(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 10 day of July, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "A"

Autobahn Imports LP
DBA Autobahn Motorcars, DBA Land Rover of Fort Worth
3000 White Settlement Rd
Fort Worth, TX 76107

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.


24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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.

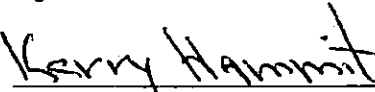
COUNTY OF TARRANT
STATE OF TEXAS:

Autobahn Imports LP
DBA Autobahn Motorcars, DBA Land Rover of
Fort Worth

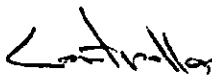
By: _____
Tim O'Hare
County Judge

By: 
Signature

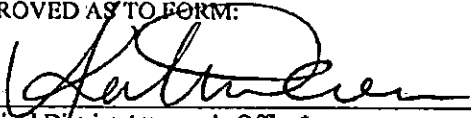
TAX ASSESSOR-COLLECTOR


Printed Name

By: 
Wendy Burgess
Tarrant County


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.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Autobahn Imports LP
DBA Autobahn Motorcars, DBA Land Rover of Fort Worth
3000 White Settlement Rd
Fort Worth, TX 76107

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

MOTOR VEHICLE LICENSE AGREEMENT

Autobahn Imports LP

THIS AGREEMENT is entered on this 1st day of September 2024 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

Autobahn Imports LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1204656

Date Filed:
08/22/2024

Date Acknowledged:
08/27/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asbury Plano LEX LLC DBA Park Place Lexus Grapevine
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.
Asbury Plano LEX LLC DBA Park Place Lexus Grapevine
Grapevine, TX United States

Certificate Number:
2024-1204656

Date Filed:
08/22/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

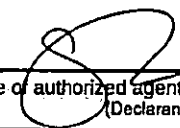
6 UNSWORN DECLARATION

My name is Jody Monroe, and my date of birth is April 29, 1971.

My address is 15217 V2 CR 2901, Eustace, TX, 75124, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22 day of August, 2024.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

EXHIBIT "A"

Asbury Plano LEX LLC
DBA Park Place Lexus Grapevine
350 Phelps Dr
Irving, TX 75038

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

By: _____
Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

Asbury Plano LEX LLC
DBA Park Place Lexus Grapevine

By: Matthew Mees
Signature

Matthew Mees
Printed Name

Vice President
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.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Asbury Plano LEX LLC
DBA Park Place Lexus Grapevine
350 Phelps Dr
Irving, TX 75038

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, 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.

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19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

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Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

MOTOR VEHICLE LICENSE AGREEMENT

Asbury Plano LEX LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Asbury Plano LEX LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1203933

Date Filed:
 08/21/2024

Date Acknowledged:
 09/16/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ASBURY FT WORTH FORD LLC DBA MCDAVID FORD FT WORTH
 FORT WORTH, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TARRANT COUNTY, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21
 Transfer of titles on New and Used Vehicles.

4. Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

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.
ASBURY FT WORTH FORD LLC DBA MCDAVID FORD FT WORTH
FORT WORTH, TX United States.

Certificate Number:
2024-1203933

Date Filed:
08/21/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
TARRANT COUNTY, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21
Transfer of titles on New and Used Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Melissa Camacho, and my date of birth is September 20, 1979

My address is 6205 Madison Ave Rowlett Tx 75089 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 21 day of August, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "A"

Asbury Ft Worth Ford LLC
DBA David McDavid Fort Ft Worth
300 W Loop 820 S
Fort Worth, TX 76108

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Asbury Ft Worth Ford LLC
DBA David McDavid Ford Ft Worth

By: _____
Tim O'Hare
County Judge

By: 
Signature


TAX ASSESSOR-COLLECTOR

Melissa Camacho
Printed Name

By: 
Wendy Burgess
Tarrant County

Controller
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.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

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COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Asbury Ft Worth Ford LLC
DBA David McDavid Ford Ft Worth
300 W Loop 820 S
Fort Worth, TX 76108

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, 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.

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19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

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Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

MOTOR VEHICLE LICENSE AGREEMENT

Asbury Ft Worth Ford LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Asbury Ft Worth Ford LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1204655

Date Filed:
08/22/2024

Date Acknowledged:
08/27/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asbury Fort Worth MB LLC DBA Park Place Motorcars Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20
Transfer of title on New and Pre-Owned Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.
Asbury Fort Worth MB LLC DBA Park Place Motorcars Fort Worth
Fort Worth, TX United States

Certificate Number:
2024-1204655

Date Filed:
08/22/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20
Transfer of title on New and Pre-Owned Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

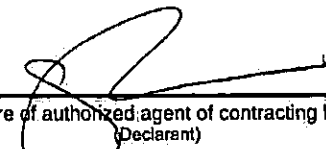
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jody Monroe, and my date of birth is April 29, 1971
My address is 1547 V2 CR 2A01 Eustace TX 75124 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22 day of August, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "A"

Asbury Fort Worth MB LLC
DBA Park Place Motorcars Fort Worth
350 Phelps Dr
Irving, TX 75038

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Asbury Fort Worth MB LLC
DBA Park Place Motorcars Fort Worth

By: _____
Tim O'Hare
County Judge

By: _____
Signature

Matthew Mees
Printed Name

TAX ASSESSOR-COLLECTOR

By: _____
Wendy Burgess
Tarrant County

Vice President
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.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Asbury Fort Worth MB LLC
DBA Park Place Motorcars Fort Worth
350 Phelps Dr
Irving, TX 75038

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

MOTOR VEHICLE LICENSE AGREEMENT

Asbury Fort Worth MB LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Asbury Fort Worth MB LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1204657

Date Filed:
 08/22/2024

Date Acknowledged:
 08/27/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asbury DFW JLR LLC DBA Jaguar Land Rover DFW
 DFW Airport, TX, United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

64
 Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

EXHIBIT "A"

Asbury DFW JLR LLC
DBA Jaguar Land Rover DFW
350 Phelps Dr
Irving, TX 75038

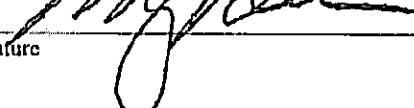
21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Asbury DFW JLR LLC
DBA Jaguar Land Rover DFW

By: _____
Tim O'Hare
County Judge

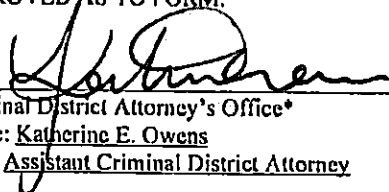
By:  _____
Signature
Matthew Mees
Printed Name

TAX ASSESSOR-COLLECTOR

By:  _____
Wendy Burgess
Tarrant County

Vice President
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.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Asbury DFW JLR LLC
DBA Jaguar Land Rover DFW
350 Phelps Dr
Irving, TX 75038

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

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Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

MOTOR VEHICLE LICENSE AGREEMENT

Asbury DFW JLR LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Asbury DFW JLR LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1204658

Date Filed:
08/22/2024

Date Acknowledged:
08/27/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asbury Arlington MB LLC DBA Park Place Motorcars Arlington
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

33

Transfer of title on New and Pre-Owned Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1204658

Date Filed:
08/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Asbury Arlington MB LLC DBA Park Place Motorcars Arlington
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

33

Transfer of title on New and Pre-Owned Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jody Monroe, and my date of birth is April 29, 1971.

My address is 1547 V2 CR 2901 Eustace TX 75124 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22 day of August, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "A"

Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington
350 Phelps Dr
Irving, TX 75038

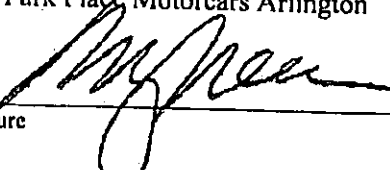
21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

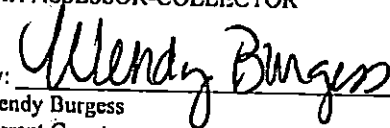
Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington

By: _____
Tim O'Hare
County Judge

By:  _____
Signature

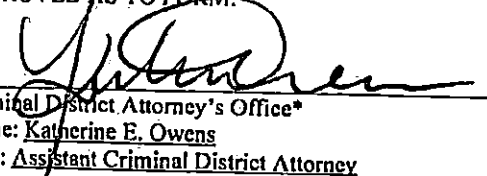
Matthew Mees
Printed Name

TAX ASSESSOR-COLLECTOR

By:  _____
Wendy Burgess
Tarrant County

Vice President
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.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington
350 Phelps Dr
Irving, TX 75038

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

MOTOR VEHICLE LICENSE AGREEMENT

Asbury Arlington MB LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Asbury Arlington MB LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1173088

Date Filed:
06/10/2024

Date Acknowledged:
06/25/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Artex Automotive Sales II LLC DBA Vandergriff Acura
Residing city of dealership, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

58
Transfer of title on New and Used Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.
Artex Automotive Sales II LLC DBA Vandergriff Acura
Residing city of dealership, TX, United States

Certificate Number:
2024-1173088

Date Filed:
06/10/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
58
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is Anna Branch, and my date of birth is 08-11-92.

My address is 4308 meadowside Ct. Grand Prairie TX 75056 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 10 day of June, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "A"

Artex Automotive Sales II LLC
DBA Vandergriff Acura
1100 Interstate 20 W
Arlington, TX 76017

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

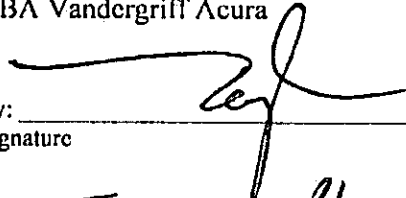
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Artex Automotive Sales II LLC
DBA Vandergriff Acura

By: _____
Tim O'Hare
County Judge

By: _____
Signature



TAX ASSESSOR-COLLECTOR

Printed Name

By: _____
Wendy Burgess
Tarrant County

Tammy Pham
Office 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.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Artex Automotive Sales II LLC
DBA Vandergriff Acura
1100 Interstate 20 W
Arlington, TX 76017

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

MOTOR VEHICLE LICENSE AGREEMENT

Artex Automotive Sales II LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Artex Automotive Sales II LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

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:
 2024-1194276

Date Filed:
 07/30/2024

Date Acknowledged:
 08/23/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Arlington ISD

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 registration 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)

EXHIBIT "A"

Arlington ISD
1124 W Arkansas Ln
Arlington, TX 76013


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.

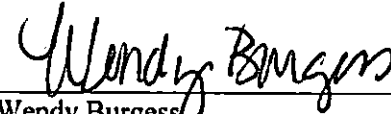
COUNTY OF TARRANT
STATE OF TEXAS:

Arlington ISD:

By: _____
Tim O'Hare
County Judge


By: 
Signature
Jamal W. 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.

MOTOR VEHICLE LICENSE AGREEMENT

Arlington ISD

THIS AGREEMENT is entered on this 1st day of September 2024 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". All supplies provided must be kept in a secured environment.

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1181255

Date Filed:
06/26/2024

Date Acknowledged:
06/28/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Arlington Dealership Acquisition LP DBA Randy Hiley Volkswagen, DBA Randy Hiley Mazda-
Volkswagen, United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

113
Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant).

Arlington Dealership Acquisition LP
DBA Randy Hiley Volkswagen, DBA Randy Hiley Mazda-Volkswagen, DBA Randy Hiley
Volkswagen of Arlington
1400 Tech Centre Pkwy
Arlington, TX 76014

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Arlington Dealership Acquisition LP
DBA Randy Hiley Volkswagen,
DBA Randy Hiley Mazda-Volkswagen,
DBA Randy Hiley Volkswagen of Arlington

By: _____
Tim O'Hare
County Judge

By: _____
Signature

TAX ASSESSOR-COLLECTOR

Ryan A. Wissner
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

Controller
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.

ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Arlington Dealership Acquisition LP DBA Randy Hiley Volkswagen,
DBA Randy Hiley Mazda-Volkswagen,
DBA Randy Hiley Volkswagen of Arlington
1400 Tech Centre Pkwy
Arlington, TX 76014

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST

MOTOR VEHICLE LICENSE AGREEMENT

Arlington Dealership Acquisition LP

THIS AGREEMENT is entered on this 1st day of September 2024 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 Dealership Acquisition LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.
6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for

EXHIBIT "A"

AN County Line Ford Inc
DBA AutoNation Ford Burleson
5000 Bryant Irvin Rd
Fort Worth, TX 76132

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

AN County Line Ford Inc
DBA AutoNation Ford Burleson

By: _____
Tim O'Hare
County Judge

By: James J. Murphy
Signature

TAX ASSESSOR-COLLECTOR

James J. Murphy
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

v. P. Finance
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

AN County Line Ford Inc
DBA AutoNation Ford Burleson
5000 Bryant Irvin Rd
Fort Worth, TX 76132

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

MOTOR VEHICLE LICENSE AGREEMENT

AN County Line Ford Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

AN County Line Ford Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

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.
 AAA TEXAS LLC
 Coppell, TX United States

Certificate Number:
 2024-1193931

Date Filed:
 07/30/2024

Date Acknowledged:
 08/08/2024

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.

502
 Motor Vehicle Registration 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)

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.
AAA TEXAS LLC
Coppell, TX United States

Certificate Number:
2024-1193931

Date Filed:
07/30/2024

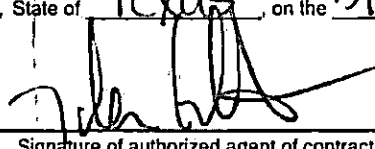
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
502
Motor Vehicle Registration 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 Galen Grillo, and my date of birth is 8/24/1964.
My address is 1225 Freepart Pkwy. Coppell TX 75019 USA.
(street) (city) (state) (zip code) (country)
I declare under penalty of perjury that the foregoing is true and correct.
Executed in Dallas County, State of Texas, on the 31 day of July, 2024.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)

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.

22. **Compliance with Laws.** In providing the services required by this Agreement, Merchant 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. Merchant 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:

By: _____
Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

AAA Texas LLC

By: [Signature]
Signature

Galen Gallo
Printed Name

CPA
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.

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.

MOTOR VEHICLE LICENSE AGREEMENT

AAA Texas LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

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". All supplies provided to Merchant must be kept in a secured environment.
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1177246

Date Filed:
 06/18/2024

Date Acknowledged:
 07/03/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MBGV LP DBA Mercedes-Benz of Grapevine
 Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

3
 Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

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, 2026, 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.

22. **Compliance with Laws.** In providing the services required by this Agreement, Merchant 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. Merchant 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:

By: _____
Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

Avis Rent A Car System LLC,
Avis Budget Car Rental LLC,
Budget Rent A Car System Inc

By: Kenneth Anderson
Signature

APPROVED AS TO FORM:

By: Katherine E Owens
Criminal District Attorney's Office*
Name: Katherine E Owens
Title: Assistant Criminal District Attorney

Kenneth Anderson
Printed Name
Fleet manager
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

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

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.
Avis Rent A Car System LLC
Residing city for headquarters, TX, United States

Certificate Number:
2024-1195698

Date Filed:
08/02/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
050
Motor Vehicle Registration 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 Ken Anderson and my date of birth is 9-22-63

My address is 3937 S. 26th Ave. DFW Tx 75261 Tarrant
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 2 day of August, 2024.
(month) (year)

Ken Anderson
 Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Avis Rent A Car System LLC
Residing city for headquarters, TX United States

Certificate Number:
2024-1195698

Date Filed:
08/02/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

Date Acknowledged:
08/06/2024

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.

050
Motor Vehicle Registration 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)

MOTOR VEHICLE LICENSE AGREEMENT

BFVT Motors LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

BFVT Motors LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

BFVT Motors LLC
DBA Grapevine Ford Lincoln
801 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

BFVT Motors LLC
DBA. Grapevine Ford Lincoln

By: _____
Tim O'Hare
County Judge

By: _____
Signature 

TAX ASSESSOR-COLLECTOR

Jennifer L. James
Printed Name

By: _____
Wendy Burgess
Tarrant County

Controller
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"

BFVT Motors LLC
DBA Grapevine Ford Lincoln
801 E State Hwy 114
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1174926

Date Filed:
 06/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BFVT Motors LLC DBA Grapevine Ford Lincoln
 GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

40

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party:

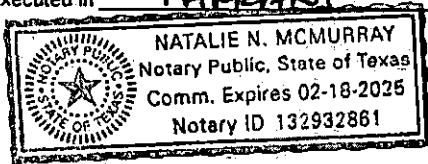
6 UNSWORN DECLARATION

My name is Jennifer L. James, and my date of birth is 5-24-78

My address is 3500 Midnight Ct. Flower Mound TX 75028
(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 29 day of June, 2024.
(month) (year)



[Signature]
 Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1174926

Date Filed:
06/12/2024

Date Acknowledged:
07/08/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BFVT Motors LLC DBA Grapevine Ford Lincoln
GRAPEVINE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

40

Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.



6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ on the _____ day of _____, 20____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Bruce Lowrie Chevrolet Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

Bruce Lowrie Chevrolet Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Bruce Lowrie Chevrolet Inc
711 SW Loop 820
Fort Worth, TX 76134

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

By: _____
Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

By: Wendy Burgess
Wendy Burgess
Tarrant County

Bruce Lowrie Chevrolet Inc

By: Karen Peterson
Signature

Karen Peterson
Printed Name

Sec Treasurer
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

Bruce Lowrie Chevrolet Inc
711 SW Loop 820
Fort Worth, TX 76134

MOTOR VEHICLE LICENSE AGREEMENT

CarMax Auto Superstores, Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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:

CarMax Auto Superstores, Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

CarMax Auto Superstores, Inc DBA CarMax
12800 Tuckahoe Creek Pkwy
Richmond, VA 23238

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

CarMax Auto Superstores, Inc
DBA CarMax

By: _____
Tim O'Hare
County Judge

By: Lynn Mussatt
Signature

TAX ASSESSOR-COLLECTOR

Lynn Mussatt
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

VP Business Operations
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

**CarMax Auto Superstores, Inc
DBA CarMax
8400 Anderson Blvd
Fort Worth, TX 76120**

**CarMax Auto Superstores, Inc
DBA CarMax
4700 River Ranch Blvd
Fort Worth, TX 76120**

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.
CarMax Auto Superstores, Inc DBA CarMax
Forth Worth, TX United States

Certificate Number:
2024-1186149

Date Filed:
07/11/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
160
Transfer of title on New and Used Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Lynn Mussatt and my date of birth is 10/2/72

My address is 2213 Loreine's Landing Ct. Henrico VA 23233
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Goochland County, State of Virginia, on the 24th day of July, 2024.
(month) (year)

Lynn Mussatt
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1186149

Date Filed:
07/11/2024

Date Acknowledged:
07/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CarMax Auto Superstores, Inc DBA CarMax
Forth Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

160
Transfer of title on New and Used Vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed In _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Charlie Hillard Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

Charlie Hillard Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Charlie Hillard Inc
DBA AutoNation Ford Fort Worth
5000 Bryant Irvin Rd
Fort Worth, TX 76132

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Charlie Hillard Inc
DBA AutoNation Ford Fort Worth

By: _____
Tim O'Hare
County Judge

By: James J. Murphy
Signature

TAX ASSESSOR-COLLECTOR

James J. Murphy
Printed Name

By: Wendy Burgess
Wendy Burgess
Tarrant County

V.P. Finance
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
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"

Charlie Hillard Inc
DBA AutoNation Ford Fort Worth
5000 Bryant Irvin Rd
Fort Worth, TX 76132

MOTOR VEHICLE LICENSE AGREEMENT

City of Fort Worth

THIS AGREEMENT is entered on this 1st day of September 2024 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

City of Fort Worth("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". All supplies provided must be kept in a secured environment.

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.

CCC 0553
2024-09-01

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:

City of Fort Worth:

By: _____
Tim O'Hare
County Judge

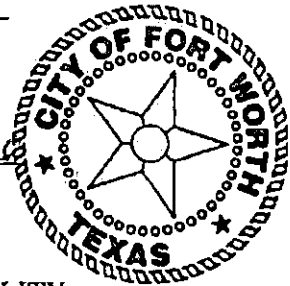
By: Dana Burghoff
Signature
Dana Burghoff
Printed Name

TAX ASSESSOR-COLLECTOR:

Wendy Burgess
Wendy Burgess
Tarrant County

Assistant City Manager
Title

ATTEST:
Jannette S. Goodall
Jannette S. Goodall
City Secretary



APPROVED AS TO FORM:

By: Katherine E Owens
Criminal District Attorney's Office*
Name: Katherine E Owens
Title: Assistant Criminal District Attorney

APPROVED AS TO FORM AND LEGALITY

By: Jessika Williams
City of Fort Worth Jessika Williams
Title: Assistant City Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1199532

Date Filed:
08/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

City of Fort Worth
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Fort Worth

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.

08122024
City Municipality

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Fort Worth	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Brad A Hunter, and my date of birth is 01.19.1971

My address is 5021 James Ave, Fort Worth, Tx, 76115, Tarrant
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Tx, on the 13 day of August, 2024
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 City of Fort Worth
 Fort Worth, TX United States

Certificate Number:
 2024-1199532

Date Filed:
 08/12/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Fort Worth

Date Acknowledged:
 08/20/2024

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.
 08122024
 City Municipality

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Fort Worth	Fort Worth, TX United States	X	

5 Check only if there is NO interested party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

City of Mansfield

THIS AGREEMENT is entered on this 1st day of September 2024 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

City of Mansfield("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". All supplies provided must be kept in a secured environment.
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. 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: City of Mansfield
1200 E Broad St Mansfield TX 76060

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, 2026, 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.

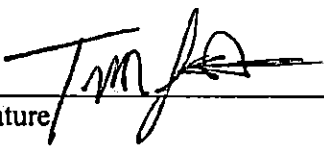
19. **Compliance with Laws.** In providing the services required by this Agreement, Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage 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.

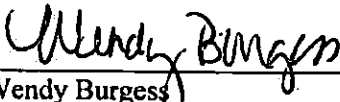
COUNTY OF TARRANT
STATE OF TEXAS:

City of Mansfield:

By: _____
Tim O'Hare
County Judge


By:  _____
Signature
TROY LESTINA
Printed Name

TAX ASSESSOR-COLLECTOR:


Wendy Burgess
Tarrant County

DEPUTY CITY MGR
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"

City of Mansfield
1200 E Broad St
Mansfield, TX 76060

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.
City of Mansfield
Residing city for headquarters, TX United States

Certificate Number:
2024-1189670

Date Filed:
07/19/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
354
Motor Vehicle Registration 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.

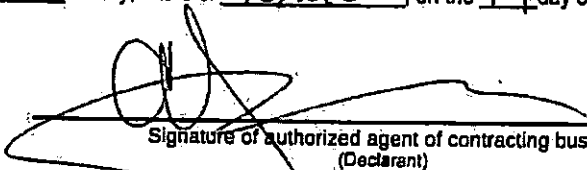
6 UNSWORN DECLARATION

My name is Christina Yorke and my date of birth is 09-13-1983

My address is 2303 Bear Trl Mansfield TX 76063 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 19 day of JULY, 2024
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1189670

Date Filed:
 07/19/2024

Date Acknowledged:
 07/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

City of Mansfield
 Residing city for headquarters, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

354
 Motor Vehicle Registration 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)

MOTOR VEHICLE LICENSE AGREEMENT

Classic Buick GMC Ltd

THIS AGREEMENT is entered on this 1st day of September 2024 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

Classic Buick GMC Ltd

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Classic Buick GMC Ltd
1400 I 20 E
Arlington, TX 76018

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.


24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Classic Buick GMC Ltd

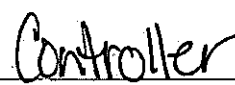
By: _____
Tim O'Hare
County Judge

By:  _____
Signature

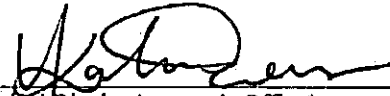
TAX ASSESSOR-COLLECTOR

 _____
Printed Name

By:  _____
Wendy Burgess
Tarrant County

 _____
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"

Classic Buick GMC Ltd
1400 I 20 E
Arlington, TX 76018

MOTOR VEHICLE LICENSE AGREEMENT

Classic CDJR Arlington LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

Classic CDJR Arlington LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington
1400 I 20 E
Arlington, TX 76018

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.
22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington

By: _____
Tim O'Hare
County Judge

By: _____
Signature

TAX ASSESSOR-COLLECTOR

ADAM LANCASTER
Printed Name

By: _____
Wendy Burgess
Tarrant County

GM
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"

Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington
1400 I 20 E
Arlington, TX 76018

MOTOR VEHICLE LICENSE AGREEMENT

Classic Chevrolet Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

Classic Chevrolet Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196.

DEALERSHIP:

Classic Chevrolet Inc
PO Box 1717
Grapevine, TX 76099

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.


24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Classic Chevrolet Inc

By: _____
Tim O'Hare
County Judge

By:  _____
Signature

TAX ASSESSOR-COLLECTOR

Mark Escamilla

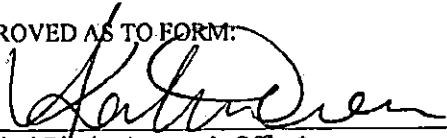
Printed Name

By:  _____
Wendy Burgess
Tarrant County

CFO

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"

Classic Chevrolet Inc
1101 W State Hwy 114
Grapevine, TX 76051

Classic Chevrolet Inc
2501 William D Tate Ave Bldg D
Grapevine, TX 76051

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1188994

Date Filed:
07/17/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CLASSIC CHEVROLET INC
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
95
Transfer of Title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

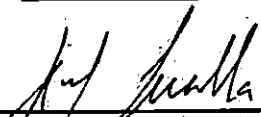
6 UNSWORN DECLARATION

My name is Mark Escamilla and my date of birth is 05-27-1958

My address is 904 Kings CT Burleson TX 76028 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 17 day of July, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1188994

Date Filed:
 07/17/2024

Date Acknowledged:
 07/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CLASSIC CHEVROLET INC
 Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

95
 Transfer of Title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

**TARRANT COUNTY INTERDEPARTMENTAL
MEMORANDUM OF UNDERSTANDING
MOTOR VEHICLE LICENSES**

THIS AGREEMENT or MOU is entered effective the 1st day of September 2024, between different departments of the County of Tarrant: The Office of the Tarrant County Tax Assessor-Collector ["Tax Office"] and The County Transportation Services Department's Central Garage ["Central Garage"]. The purpose of this MOU is to efficiently facilitate the lawful issuance of registration stickers for County-owned vehicles that have been properly inspected, for the convenience of both County departments entering this MOU.

It is agreed that:

1. Tax Office agrees to:
 - a. Provide Central Garage with access to WebSub for motor vehicle registrations.
 - b. Supply Central Garage with numbered forms and supplies as needed for issuance.
 - c. Provide training before the deputation of Central Garage's Liaison and at other times as appropriate.
 - d. Provide clear expectations with regards to record keeping and reports/
 - e. Notify Central Garage in writing of any missing and unaccounted for supplies.
 - f. Communicate in good faith to resolve any disputes that arise with an eye toward amicable resolution.

2. Central Garage agrees to:
 - a. Inspect County-owned vehicles and issue registration stickers regarding inspected County-owned vehicles and only upon payment of proper fees, all in accordance with applicable laws and with the rules set out by Tax Office.
 - b. Provide weekly reports to Tax Office, including information reasonably required by Tax Office and in the format requested by Tax Office.
 - c. Designate the Fleet Manager as the initial Liaison to be deputized by the Tax Assessor-Collector, said Liaison to oversee the Central Garage obligations and functions under this MOU. When Central Garage deems appropriate, Central Garage may designate a different Liaison to assume the duties of the initial Liaison/
 - d. Notify Tax Office in writing of any change of Designated Liaison within 14 days of such change. The new Liaison will accept this agreement in writing within 14 days of appointment as Liaison, or another Liaison will promptly be designated/
 - e. Keep Tax Office informed of who (one or more persons) at Central Garage has been approved by Liaison to issue stickers and inform Tax Office in writing of the identity of anyone approved before the approved person is authorized to start issuing stickers.
 - f. Keep all forms and supplies secure at Central Garage in a manner acceptable to both Tax Office and Central Garage.
 - g. Through Liaison, personally approve all individuals who will be receiving supplies and issuing registrations under Central Garage's deputation/
 - h. Through Liaison or Liaison's designee, inventory supplies prior to accepting delivery.

- i. Account for supplies and forms: Central Garage assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Office will notify Central Garage in writing of any missing and unaccounted for supplies and Central Garage shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within 7 days of the Tax Assessor-Collector's notice.
 - j. Submit Texas Department of Motor Vehicle WebSub generated reports and processed renewal notices to Tax Office at least every 14 days.
 - k. Use the inventory in numerical sequence and return all void and faulty forms and reports to Tax Office in a timely fashion.
 - l. Communicate in good faith to resolve any disputes that arise with an eye toward amicable resolution.
3. Central Garage's operation hereunder is subject to audit by Tax Office at any time during normal business hours of Central Garage and at a mutually agreed upon location.
 4. Either department party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other department. Within 7 days after the date of termination, Central Garage shall return to Tax Office all outstanding inventory, supplies, together with payment of motor vehicle fees due and a final report as provided for in Paragraph 2.J.
 5. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate department as set forth below, or delivered in person, unless the receiving department shall agree to receive a notice by email or other format of written notice:

TAX OFFICE:

Wendy Burgess, Tarrant County Tax Assessor-Collector
 Administration Building
 100 E Weatherford St
 Fort Worth, TX 76196

CENTRAL GARAGE:

Joylee Russell
 Fleet Manager
 Tarrant County Transportation Department/Central Garage
 Fleet Manager
 2650 Premier St
 Fort Worth, TX 76111

The person and address to which notices are to be given may be changed at any time upon written notice to the other department.

6. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each department or terminated voluntarily as set out in Paragraph 4 above.

7. Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.


8. **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:

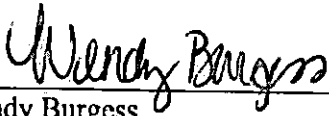
TRANSPORTATION SERVICES DEPARTMENT
CENTRAL GARAGE:

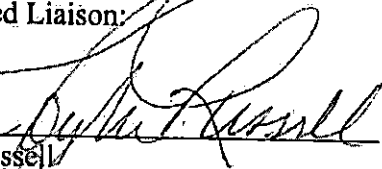
By: _____
Tim O'Hare
County Judge

By:  _____
Scott Hall
Director


TAX ASSESSOR-COLLECTOR:

I accept the responsibilities of
Designated Liaison:

By:  _____
Wendy Burgess
Tarrant County

By:  _____
Joylee Russell
Director of Fleet Management
Initial Designated Liaison

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 as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

MOTOR VEHICLE LICENSE AGREEMENT

THIS AGREEMENT is entered on this 1st day of September 2024 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 the DFW International Airport Board (DFW Airport).

RECITALS:

WHEREAS, DFW International Airport Board is a special purpose governmental entity acting pursuant to Texas Transportation Code, Chapter 22, and other applicable law; and

WHEREAS, public convenience will be furthered by authorizing the DFW Airport to process motor vehicle registration renewals on its fleet of DFW Airport-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 DFW Airport with access to WebSub for motor vehicle registration renewals and supplies for motor vehicle registration renewals. County shall supply DFW Airport with sticker paper, as needed for issuance. Under no circumstance will DFW Airport keep said supplies at any location other than the location to which said supplies are assigned, as listed in Exhibit "A". All supplies provided must be kept in a secured environment.

2. DFW Airport shall designate one management employee to be designated as the liaison ("Designated Liaison") between DFW Airport 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 DFW Airport'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 DFW Airport's deputation. The Designated Liaison will sign an oath of deputation on behalf of DFW Airport 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.

DFW Airport 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 DFW Airport fail to provide this notice, the County may revoke this agreement.

3. County agrees to not furnish any supplies for the account of the DFW Airport 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. DFW Airport 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 DFW Airport in writing of any missing and unaccounted for supplies or cash shortages and DFW Airport shall pay for any missing or unaccounted for supplies unless DFW Airport rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

4. DFW Airport agrees that inspection fees for each registration renewal processed by DFW Airport are due and owing to the Tarrant County Tax Assessor-Collector. Fees for each registration renewal processed by DFW Airport will be according to the "State Portion" of the State Inspection Fee List.
5. DFW Airport 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 DFW Airport 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. DFW Airport 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. DFW Airport will print and issue the corresponding vehicle registration sticker. DFW Airport 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. DFW Airport is subject to audit of inventory by the Tax Assessor-Collector at any time during normal business hours of the DFW Airport and at a mutually agreed upon location.
8. This Agreement includes all depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
9. DFW Airport 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, DFW Airport 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

DFW AIRPORT: DFW International Airport Board
2930 E Airfield Dr
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.

12. The term of this Agreement shall continue in full force and effect until August 31, 2026, 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. DFW Airport 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 DFW Airport, County, and the Tax Assessor-Collector.
18. **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:

DFW INTERNATIONAL AIRPORT BOARD:

By: _____
Tim O'Hare
County Judge

By: *J. G. Rodriguez*
Signature

Jerson G. Rodriguez
Printed Name

TAX ASSESSOR-COLLECTOR:

Wendy Burgess
Wendy Burgess
Tarrant County

Fleet Quality Assurance Specialist
Title

APPROVED AS TO FORM:

By: *Katherine E Owens*
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"

DFW International Airport Board
2930 E Airfield Dr
DFW Airport, TX 75261

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.
 DFW International Airport Board
 DFW AIRPORT, TX United States

Certificate Number:
 2024-1189228

Date Filed:
 07/18/2024

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.
 051
 Motor Vehicle Registration 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.

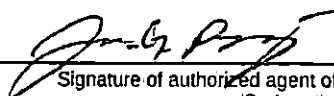
6 UNSWORN DECLARATION

My name is Jason Gerardo Rodriguez, and my date of birth is May 8th 1991.

My address is 9256 Flying Eagle Lane Fort Worth Tx 76131 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Texas Tarrant County, State of Texas, on the 18th day of July, 2024.
(Month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1189228

Date Filed:
 07/18/2024

Date Acknowledged:
 07/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DFW International Airport Board
 DFW AIRPORT, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

051
 Motor Vehicle Registration 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)

MOTOR VEHICLE LICENSE AGREEMENT

Don Davis Auto Group Inc
Don Davis Ford Inc
Don Davis Nissan Inc

THIS AGREEMENT is entered on this 1st day of September 2024 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

Don Davis Auto Group Inc
Don Davis Ford Inc
Don Davis Nissan Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 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.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

Don Davis Auto Group Inc
Don Davis Ford Inc
Don Davis Nissan Inc
DBA Don Davis Dodge Chrysler Jeep Ram
PO Box 1587
Arlington, TX 76004

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between

the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.


24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer 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 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:

Don Davis Auto Group Inc
Don Davis Ford Inc
Don Davis Nissan Inc
DBA Don Davis Dodge Chrysler Jeep Ram

By: _____
Tim O'Hare
County Judge

By:  _____
Signature

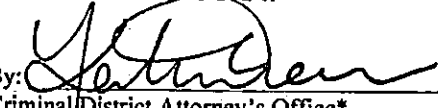
TAX ASSESSOR-COLLECTOR


Printed Name

By:  _____
Wendy Burgess
Tarrant County

CFO
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"

Don Davis Auto Group Inc
Don Davis Ford Inc
Don Davis Nissan Inc
DBA Don Davis Dodge Chrysler Jeep Ram
2350 E Road to Six Flags St
Arlington, TX 76011

MOTOR VEHICLE LICENSE AGREEMENT

EAN Holdings LLC

THIS AGREEMENT is entered on this 1st day of September 2024 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

EAN Holdings LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumeric sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
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6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

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8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

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COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP:

EAN Holdings LLC
DBA Enterprise Car Sales
4201 N State Hwy 161
Irving, TX 75038

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2026, 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.

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23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

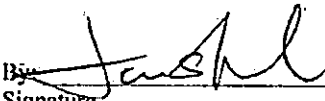
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer 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.

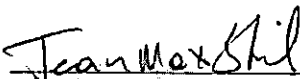
COUNTY OF TARRANT
STATE OF TEXAS:

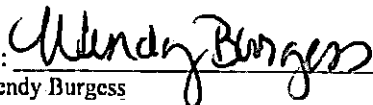
EAN Holdings LLC
DBA Enterprise Car Sales

By: _____
Tim O'Hare
County Judge

By: 
Signature

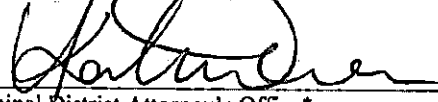
TAX ASSESSOR-COLLECTOR


Printed Name

By: 
Wendy Burgess
Tarrant County

Business 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"

EAN Holdings
DBA Enterprise Car Sales
4201 N State Hwy 161
Irving, TX 75038

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1180474

Date Filed:
 06/25/2024

Date Acknowledged:
 07/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

EAN Holdings LLC dba Enterprise Car Sales
 Irving, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16
 Transfer of title on New and Used Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

MOTOR VEHICLE LICENSE AGREEMENT

Endtrust Automotive Services, LP dba Novak Motors

THIS AGREEMENT is entered on this 1st day of September 2024 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

Endtrust Automotive Services, LP dba Novak Motors

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer must be kept in a secured environment.
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
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6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

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Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

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COUNTY:

Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALER:

Endtrust Automotive Services, LP dba Novak Motors
210 Airport Freeway
Bedford, TX 76022

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

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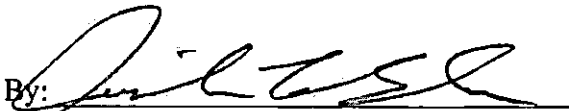
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

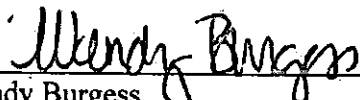
DEALER: Endtrust Automotive Services, LP
dba Novak Motors


By: _____
Tim O'Hare
County Judge

By: 
Signature


TAX ASSESSOR-COLLECTOR:


Printed Name

By: 
Wendy Burgess
Tarrant County


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"

Novak Motors
210 Airport Freeway
Bedford TX 76022

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.
ENDTRUST AUTOMOTIVE SERVICES LP DBA NOVAK MOTORS
BEDFORD, TX United States

Certificate Number:
2024-1203989

Date Filed:
08/21/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
TARRANTCOUNTY, 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.

359
TRANSFER OF TITLE ON PREOWNED VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

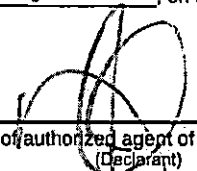
6 UNSWORN DECLARATION

My name is DEANNA AGUILAR and my date of birth is 11/9/73

My address is 150 Oak Ct. Springtown TX 76082 Parker
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 21 day of Aug, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Consideration of Seventy Separate Motor Vehicle License Agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector and Motor Vehicle Dealers, Contract Sales, Cities and School Districts to Process Motor Vehicle Registrations

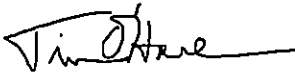
SIGNED AND EXECUTED this <#SignedAndExecutedDay#> day of <#SignedAndExecutedMonth#>, <#SignedAndExecutedYear#>.

**COUNTY OF TARRANT
STATE OF TEXAS**

Consideration of Seventy Separate Motor Vehicle License Agreements between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector and Motor Vehicle Dealers, Contract Sales, Cities and School Districts to Process Motor Vehicle Registrations

SIGNED AND EXECUTED this 25 day of November, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge
11/25/2024