

LICENSE AGREEMENT
BETWEEN NUECES COUNTY, TEXAS, THE NUECES COUNTY TAX ASSESSOR-COLLECTOR
AND CITY OF CORPUS CHRISTI AS A LIMITED-SERVICE DEPUTY
(without Surety Bond)

This License Agreement is made by the following parties: Nueces County Tax Assessor-Collector (Tax Assessor-Collector) with the approval of the Commissioners Court of Nueces County, a political subdivision of the State of Texas, and Texas Department of Transportation (City of Corpus Christi), a Texas home rule municipality.

Recitals

Whereas, pursuant to Chapter 520 of the Texas Transportation Code and Title 43, Chapter 217, of the Texas Administrative Code, a county Tax Assessor-Collector, with the approval of the Nueces County Commissioners Court, may appoint limited-service deputies to perform designated motor vehicle registration services.

Whereas, a limited-service deputy may be authorized by the County Tax Assessor-Collector to provide renewal services only for the members, officers, and employees of the deputy, and not to the public generally.

Whereas, unless the County Tax Assessor-Collector determines otherwise, a deputy that is an agency of the State of Texas is not required to post a bond in connection with such appointment.

Whereas, City of Corpus Christi operates a fleet of vehicles and has requested to have certain of its employees appointed as limited-service deputies for the purpose of providing itself with the services associated with issuing motor vehicle registration renewals and providing registration stickers (Stickers) for vehicles in City of Corpus Christi's fleet; and

Whereas, public efficiency and cost savings will be furthered by authorizing City of Corpus Christi to act as a limited-service deputy of the Tax Assessor-Collector for the issuance of stickers for vehicles in City of Corpus Christi's fleet.

Now, therefore, as authorized by Chapter 520 of the Texas Transportation Code and Title 43, Chapter 217, of the Texas Administrative Code, City of Corpus Christi and the Tax Assessor-Collector, with the approval of the Nueces County Commissioners Court, do hereby agree as follows.

License Agreement

1. Definitions. In this License Agreement,

1.1 "Business Week" means the seven consecutive days beginning on Sunday and ending the following Saturday.

1.2 "Deputized Employee" means a person who is employed by City of Corpus Christi who has sworn the oath administered by the Tax Assessor-Collector that authorizes that person to be an agent of the Tax Assessor-Collector for the issuance of stickers on behalf of City of Corpus Christi.

1.3 "Designated Liaison" means the person at each Place of Business in the position City of Corpus Christi designates to be responsible for the administration of this License Agreement on behalf of City of Corpus Christi and serve as the liaison between City of Corpus Christi and the Tax Assessor-Collector on all matters for that Place of Business related to it.

1.4 "Inventory" means the registration receipt paper on which stickers are printed, and that the Tax

Assessor-Collector provides to City of Corpus Christi, and the printed Stickers.

- 1.5 "Place of Business" means the physical locations at which City of Corpus Christi is authorized to and does issue Stickers which are listed in Attachment A, as amended with each amendment attachment being numbered sequentially as A-1, A-2, A-3, etc.
- 1.6 "Receiving Agent" means one or more of City of Corpus Christi's officers, agents or employees at its places of business who has sworn the oath administered by the Tax Assessor- Collector that authorizes that person to be an agent of the Tax Assessor-Collector for the issuance of Stickers on behalf of City of Corpus Christi.
- 1.7 "Required Information" means the name of the City of Corpus Christi's place of business where the person will serve as a receiving agent, its address, the name of the receiving agent for that place of business, and his or her contact information including telephone number, cell phone, and email address.

City of Corpus Christi Responsibilities

2. Compliance with TXDMV Requirements. City of Corpus Christi shall comply with all Texas laws and all specifications and requirements of TxDMV associated with the issuance of stickers. City of Corpus Christi shall provide all equipment necessary to perform its responsibilities under this license agreement, including a personal computer and a printer approved by TxDMV at each Place of Business.
3. Designated Liaison. In Attachment A, City of Corpus Christi must designate a person at each place of business to act as its designated liaison at that place of business. City of Corpus Christi is responsible for all acts of each Designated Liaison and the employees approved by each Designated Liaison. The person holding the position indicated as the designated liaison in attachment A is City of Corpus Christi's designated liaison at that place of business. The designated liaison must become a deputized employee. Before deputizing the designated liaison, the Tax Assessor-Collector shall provide any training deemed necessary for the designated liaison to have access to the Inventory. The designated liaison is responsible for the following:
 - 3.1 Approving all employees under the City of Corpus Christi's control who will participate in any way in the issuance of stickers or have access to the inventory;
 - 3.2 Notifying the Tax Assessor-Collector in writing of the identity of each approved employee before permitting that employee to have any contact with the Inventory and whenever any employee is no longer approved;
 - 3.3 Serving as a Receiving Agent for City of Corpus Christi.

If City of Corpus Christi changes its designated liaison, City of Corpus Christi shall notify the Tax Assessor-Collector in compliance with section 31 before the change is effective.

4. Deputization. City of Corpus Christi shall not allow any person to participate in any way in the issuance of stickers on behalf of City of Corpus Christi until that person is a Deputized Employee. City of Corpus Christi acknowledges receipt of a copy of this oath. City of Corpus Christi shall require the person in charge of its local operations, the designated liaison, any employees acting as receiving agents, and each person who in any way assists in the issuance of stickers on behalf of City of Corpus Christi to be a deputized employee.

5. Authority as Limited-Service Deputy.

5.1 Limited-service deputies appointed hereunder may only process registration renewals and may not prepare or accept an application for title transfer or initial registration.

5.2 Limited-service deputies appointed hereunder may only provide registration renewal services for vehicles owned or operated by City of Corpus Christi, and shall not provide such services to the general public.

5.3 After the Tax Assessor-Collector signs the executed and witnessed copy of this license agreement received from City of Corpus Christi's authorized representative, City of Corpus Christi is entitled to issue Stickers.

5.4 In calculating the amount of Sticker paper that may be provided, the type and quantity of transactions will be evaluated based on the number of Stickers issued during the reporting period and the estimated average value of each transaction.

6. Receiving Agents. City of Corpus Christi shall designate, in writing, one or more receiving agents at each of City of Corpus Christi's places of business as the person responsible for ensuring that all other persons who process transactions or pick up or deliver materials on behalf of City of Corpus Christi at each place of business are deputized employees. City of Corpus Christi shall provide the Tax Assessor-Collector with the required information for each receiving agent at each place of business. If a receiving agent changes, City of Corpus Christi shall provide the Tax Assessor-Collector with the Required Information about the new receiving agent as soon as they are appointed. Upon receipt of inventory from the Tax Assessor-Collector, the receiving agent shall verify that the sticker paper and its serial numbers correspond with the invoice. If there are any discrepancies between the sticker paper received and the sticker paper listed on the invoice, the receiving agent shall promptly report the discrepancy to the Tax Assessor-Collector in writing.

7. Proper Control and Care. City of Corpus Christi assumes full risk of loss or damage to the Inventory and all liability for improper use of the Inventory. City of Corpus Christi is fully responsible for the safekeeping of all Inventory provided to City of Corpus Christi's receiving agents. City of Corpus Christi shall exercise proper control and take reasonable care to ensure that:

7.1 Inventory is kept in a secure fireproof location at each of City of Corpus Christi's places of business listed in Attachment A to this License Agreement;

7.2 only Deputized Employees have access to the Inventory; and

7.3 none of the Inventory is lost, stolen, misused, damaged, or abused.

8. Fees. City of Corpus Christi shall collect the fees prescribed by the Transportation Code, chapter 520; the Texas Administrative Code, Title 43, Part 10, Chapter 217, and the Tax Assessor-Collector for each sticker issued.

9. Paper Registration Renewal Notices.

9.1 City of Corpus Christi may register renewals without a copy of the paper registration renewal notice if the deputized employee requesting renewal provides one of the acceptable forms of photo identification listed in section 9.2, acceptable proof of insurance, and a vehicle inspection report for those commercial vehicles that require commercial vehicle inspections showing the vehicle has passed the

inspection. If the person requesting registration renewal is not the owner of the vehicle, the last name of the person requesting the renewal must be exactly the same name as the last name of the owner of the vehicle.

9.2 Only the following forms of photo identification are acceptable:

- 9.2.1 driver's license or state identification issued by a state or territory of the United States of America; passport issued by United States of America;
- 9.2.2 identification issued by one of the armed forces of the United States of America;
- 9.2.3 identification issued by a North Atlantic Treaty Organization member;
- 9.2.4 identification issued under a Status of Forces Agreement;
- 9.2.5 identification issued by the Department of Homeland Security of the United States of America;
- 9.2.6 identification issued by the Department of State of the United States of America;
- 9.2.7 Citizenship and Immigration Services document issued by the Department of State of the United States of America;
- 9.2.8 passport issued by the government of another nation; or
- 9.2.9 concealed-carry license issued by the State of Texas.
- 9.2.10 foreign identification, other than a passport issued by the government of another nation, is NOT acceptable.

10. Processing Registration Renewals. City of Corpus Christi shall collect the fees prescribed by the Texas Administrative Code, Title 43, Part 10, Chapter 217 for each Sticker at the time of issue. At least once each business week and no later than the first business day after each Saturday, City of Corpus Christi shall provide the following:

- 10.1 excel spreadsheet of fees collected by day for the previous business week via email (Credit card payment will be processed once the spreadsheet is received);
- 10.2 the webSUB Batch Detail Report which is a report provided by City of Corpus Christi through the webSUB system that includes all Stickers issued and sold, the number of stickers voided and reprinted via email;
- 10.3 all voided stickers via mail or hand-delivery at least once per month; and
- 10.4 collection and retention of any renewal notices for the preceding three (3) month period and secure shredding of the notices at the end of that three (3) month period.

11. Non-Compliance. Within three (3) business days after it becomes aware of any incident of non-compliance with this License Agreement, City of Corpus Christi shall advise the Tax Assessor-Collector.

12. If the Tax Assessor-Collector returns any report to City of Corpus Christi for correction or clarification because it is not in order and does not balance or conform to the requirements of the Tax Assessor-

Collector, City of Corpus Christi has up to three (3) business days to research and rectify any discrepancies that appear in any report and to locate any missing or unaccounted for Inventory. City of Corpus Christi shall correct and return that report in its entirety to the Tax Assessor- Collector. If, within these three (3) business days, City of Corpus Christi is unable to locate any missing or unaccounted for Inventory, City of Corpus Christi shall promptly pay for the missing and/or unaccounted for Inventory at the value determined by the Tax Assessor-Collector for that business week. City of Corpus Christi is fully responsible for any shortages that appear on the reports.

13. If, within three (3) business days after the date payment is due, City of Corpus Christi fails to pay the Tax Assessor-Collector for any amount owing under this License Agreement, the Tax Assessor- Collector, in addition to seeking any other remedies available under the License Agreement or under the law, may:

13.1 suspend this License Agreement;

13.2 refuse to issue any additional Inventory;

13.3 and suspend City of Corpus Christi's privilege to print stickers until such time as all sums owed are paid in full.

14. Tax Assessor-Collector shall return any overpayments made by City of Corpus Christi within thirty (30) calendar days of identifying the overage.

15. Accounting and Records. City of Corpus Christi must keep a separate accounting of the fees collected and remitted to the Tax Assessor-Collector and a record of weekly amounts due in accordance with the Tax Assessor-Collector's standard accounting procedures and standard digital format.

16. Method of Payment. City of Corpus Christi must pay all amounts owed to the Tax Assessor-Collector through either ACH or credit card, and is responsible for any associated transaction fees for such transactions

17. Right to Audit:

17.1 City of Corpus Christi acknowledges that its operations and records relating to this license agreement are subject to audit by the Tax Assessor-Collector, the Nueces County Auditor, the Comptroller of the State of Texas, the TxDMV, Texas Department of Public Safety, any law enforcement agency, or any certified public accountant designated by any one or more of them. Any of these offices may conduct audits without prior notice at any time during City of Corpus Christi's service hours at any place of business.

17.2 With twenty-four (24) hours' notice, any of these offices may conduct audits at any other time or place in Nueces County, Texas. If the audit is to be conducted at any place other than one of City of Corpus Christi's places of business, receiving agents must be present and shall make all supplies, materials or forms required are available at the place of the audit.

17.3 If any audit or report of City of Corpus Christi discloses that any fees have not been paid for issued stickers or that Inventory is missing or otherwise not accounted for and City of Corpus Christi is unable to cure such breach within three (3) business days of written notice from the Tax Assessor-Collector, the Tax Assessor-Collector is entitled to collect payment for issued Stickers that have not been paid for, the value of the missing stickers and \$76.25 for each missing page of paper on which to print stickers.

18. Place of Business as Substation. City of Corpus Christi shall use its Places of Business as substations for the Nueces County Tax Assessor-Collector's office for the issuance of Stickers for the duration of this

License Agreement.

Tax Assessor-Collector Responsibilities

19. Inventory. Tax Assessor-Collector shall only provide Inventory directly to persons designated by City of Corpus Christi as its receiving agents. The Tax Assessor-Collector provides City of Corpus Christi with Inventory as needed to perform its obligations under this License Agreement to the extent that the combined value of Inventory and funds in the possession or control of City of Corpus Christi does not exceed the value stated in section 5.
20. Instructions and Assistance. Tax Assessor-Collector will provide instructions and assistance in complying with the requirements of this license agreement, including the reporting requirements, as needed, to receiving agents and deputized employees. After the initial training, City of Corpus Christi is responsible for ongoing training of its deputized employees and replacement deputized employees.
21. Changes in Requirements. Tax Assessor-Collector shall advise City of Corpus Christi within three (3) business days after it becomes aware of any change in the requirements of TXDMV.
22. Non-Compliance. Within three (3) business days after it becomes aware of any incident of non-compliance with this License Agreement, the Tax Assessor-Collector shall advise City of Corpus Christi in writing.

General Provisions

23. Term of License. This license agreement is effective when approved by the Nueces County Commissioners Court and after being signed by the Tax Assessor-Collector and by authorized representative of City of Corpus Christi. This license agreement continues until this license agreement is terminated by either the Tax Assessor-Collector or City of Corpus Christi. Termination of this contract must be in writing and will be terminated 30 days after written notice is received by either party.
24. Amendment. This license agreement may only be amended or modified, in writing approved by the Nueces County Commissioners Court and after being signed by the Tax Assessor-Collector and by authorized representative of City of Corpus Christi. No other official, agent, or employee of Nueces County Tax Assessor-Collector has the authority, expressed or implied, to amend or modify this License Agreement, orally or in writing.
25. Assignment by Tax Assessor-Collector. Tax Assessor-Collector may assign this license agreement to their duly elected and qualified successor.
26. City of Corpus Christi Strict Liability. Breach of any obligation to be carried out by City of Corpus Christi constitutes a breach of the entire agreement and gives the Tax Assessor-Collector the right to terminate this license agreement immediately. City of Corpus Christi expressly acknowledges that any breach by City of Corpus Christi shall be considered a substantial breach.
27. Voluntary Termination Procedure. Both parties may terminate this License Agreement by mutual consent. Either party may voluntarily terminate this License Agreement by giving written notice to the other party in compliance with section 31 of its intention to terminate this license agreement and the effective date of that termination at least thirty (30) calendar days before the effective date. On or before the effective date stated in the notice of termination, City of Corpus Christi shall return all Inventory to the Tax Assessor-Collector, pay all amounts due to the Tax Assessor-Collector and TxDMV including amounts for all stickers issued.
28. Tax Assessor-Collector's Termination for Breach Procedure. To terminate this license agreement for

breach, the Tax Assessor-Collector notifies City of Corpus Christi of its intention to terminate this license agreement, the reason for termination, and the effective date of the termination in compliance with section 31. Within twenty-four (24) hours after the receipt of a notice of termination for breach by the Tax Assessor-Collector, City of Corpus Christi shall return all Inventory to the Tax Assessor-Collector and pay all amounts due to the Tax Assessor-Collector and TxDMV including amounts for all Stickers issued.

29. **Notice.** Notice required or permitted hereunder must be in writing, sent via email, delivered in person or mailed by certified mail, return receipt requested, to the party to which it is addressed. If emailed on a regular Nueces County business day during Nueces County business hours, notice is deemed received on the day it is sent via email, otherwise the email is deemed received at the start of the first business day after it is sent. If mailed, notice is deemed to be received on the third calendar day after its mailing.

For Notice to City of Corpus Christi:

Hand Delivery Address: Asset Management – Fleet, Attn: Lucy Silva
5352 Ayers Street; Building 3B
Corpus Christ, TX 78415

Mail Address: Asset Management – Fleet, Attn: Lucy Silva
PO Box 9277
Corpus Christi, TX 78469-9277

Email Address for Notice to City of Corpus Christi: LucyS@corpuschristitx.gov

Telephone number of Receiving Agent: (361) 826-1904

For Notice to Tax Assessor-Collector:

Mail and Hand Delivery Address: Kevin Kieschnick or his successor
Nueces County Tax Assessor-Collector
901 Leopard Street, Room 301
Corpus Christi, TX 78401

Email address for Notice to Tax Assessor-Collector: kevin.kieschnick@nuecescountytexas.gov

Telephone number of Tax Assessor-Collector: (361) 888-0230

Either party may change its address for Notice by sending the other party notice of the change in compliance with this section.

30. **Conflict of Interest Questionnaire.** If required, City of Corpus Christi shall complete, file, and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. City of Corpus Christi acknowledges that the law requires Nueces County to provide access to this questionnaire on the official Nueces County website.
31. **Texas Government Code Verifications.** City of Corpus Christi verifies that: 1) City of Corpus Christi does not boycott Israel and will not boycott Israel during the term of this license agreement; 2) City of Corpus Christi does not boycott of energy companies and will not boycott energy companies during the term of this license agreement; and 3) City of Corpus Christi does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this license agreement.

32. Entirety of Agreement. This License Agreement states the entire agreement of the parties about the performance to be provided under it. This license agreement supersedes all prior agreements, written or oral.
33. Governing Law/Venue. This license agreement and all related documents including any and all attachments hereto, and all matters arising out of or relating to this license agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas and the United States of America, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas and the United States of America. Venue for all disputes that may arise hereunder shall lie exclusively in a court of competent jurisdiction in Nueces County, Texas.

All duties under this License Agreement are performable in Nueces County, Texas.

34. Extension of Deadline. If any applicable deadline in this license agreement falls on a Saturday, Sunday, or county holiday, the deadline is extended until the next day that is not a Saturday, Sunday, or Nueces County holiday.
35. Headings/Captions. The headings or captions at the beginning of this license agreement's provisions have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this License Agreement.
36. Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.
37. No Waiver of Immunity. Neither party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, or representatives because of it executing this license agreement and performance of its covenants.
38. Non-Discrimination. Neither Party, nor its officers, employees, agents, or representatives will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
39. Construction. Notwithstanding any rule of construction to the contrary, any ambiguity or uncertainty in this license agreement or any amendment thereto shall not be construed against either party based upon authorship of any of the provisions thereof. Unless otherwise stated, references to this "license agreement" in this document shall also include any such amendment(s) thereto.
40. Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
41. Counterparts. This license agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument.

42. Execution and Delivery. This license agreement may be executed and delivered electronically. Original signatures transmitted and received digitally or via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format), are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such digital, facsimile, or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.
43. Signatory Warranty. This license agreement has been officially authorized by each party hereto and each signatory to this license agreement guarantees and warrants that the signatory has full authority to execute this License Agreement.

FOR NUECES COUNTY, TEXAS:

Connie Scott
Nueces County Judge

Date: _____

Acknowledgement

State of Texas
County of Nueces

On this ____ day of _____, 20__, before me _____ the Notary Public signing below, appeared Connie Scott, personally known to me to be the person whose name is subscribed to this License Agreement, and she acknowledged to me that she executed this document for the purposes stated in it.

Notary Public, State of Texas

SEAL

FOR NUECES COUNTY TAX ASSESSOR-COLLECTOR:

Kevin Kieschnick
Nueces County Tax Assessor-Collector

Date: _____

Acknowledgement

State of Texas
County of Nueces

On this ____ day of _____, 20 __, before me _____ the Notary Public signing below, appeared Kevin Kieschnick, personally known to me to be the person whose name is subscribed to this License Agreement, and he acknowledged to me that he executed this document for the purposes stated in it.

Notary Public, State of Texas

SEAL

City of Corpus Christi:

Signature: _____

Print Name: Juan Rivera

Official Title: Director of Asset Management

Date: _____

Acknowledgement

State of Texas

County of _____

On this ____ day of _____, 20__, before me _____ the Notary Public signing below, appeared _____, personally known to me to be the person whose name is subscribed to this License Agreement, and they acknowledged to me that they executed this document on behalf of the City of Corpus Christi, for the purposes stated in it.

Notary Public, State of Texas

SEAL

ATTACHMENT A
BUSINESS LOCATIONS

- 1) Name of Business: City of Corpous Christi
Designated Agent this location: Lucy Silva
Located at: Street Address: 5352 Ayers Street, Building 3B
City: Corpus Christi
State: Texas
Zip code: 78415
Telephone Number: 361-826-1904
Fax Number: _____
Mailing address: Street Address: PO Box 9277
City: Corpus Christi
State: Texas
Zip code: 78469
Email address: LucyS@corpuschristitx.gov
Service hours: Monday through Friday , from 0730 to 1700 , excluding holidays.