

STATE OF TEXAS:

COUNTY OF COLLIN:

**COLLIN COUNTY TAX ASSESSOR COLLECTOR
SUBCONTRACTOR CONTRACT**

This contract is made by and between the County of Collin, a duly and lawfully organized County of the State of Texas, hereinafter referred to as the County, by and through the Commissioners Court and the Collin County Tax Assessor Collector and **Kroger Texas L. P.** hereinafter referred to as the Distributor.

Whereas, public convenience will be furthered by authorizing the Distributor to act as an agent and a limited service deputy of the Tax Assessor Collector in connection with the issuance of motor vehicle license validation stickers, hereinafter referred to as "Stickers", by web-based sticker printing (hereinafter referred to as WebSub). Distributor must provide own equipment at their place of business (Please attached Application for business locations), including PC and TxDMV approved laser printer, scanner (optional), all applicable cables and supplies as shown on the System Requirements page (See attached).

Whereas, the Commissioners Court and the County Tax Assessor Collector are authorized to enter into this contract with the Distributor for motor vehicle registration services pursuant to the provisions of Section 520.009 of the Texas transportation Code; and

Whereas, the Distributor has agreed to provide qualified persons to perform motor vehicle registration services as limited service deputies on the Counties behalf subject to the terms and conditions set forth herein

It is, therefore, agreed as follows:

1. The County shall supply the Distributor with an inventory of sticker paper stock as needed for issuance to the public by the Distributor, as well as instructions for their issuance; provided, however, that in no case shall the County issue to the Distributor any number of paper stock when such issuance will cause the Distributor's outstanding inventory of paper stock exceed the amount authorized.
2. The Distributor shall provide and maintain own equipment, and supplies for such equipment, excluding sticker paper stock. The WebSub program runs on standard PC's with high speed internet connection and requires a TxDMV approved printer. Scanners are optional but must support the system (See system requirements).
3. The Distributor will report and submit fees to the Tax Assessor Collector as directed, but in no event no more than seven days or three hundred transactions, whichever comes first. The County Tax Assessor Collector will require to be sent to the Tax Assessor Collector, all WebSub reports to include the number of receipts issued and stickers sold, the number of stickers voided, stickers reprinted, the actual voided or reprinted stickers and/or a written explanation why the sticker did not print, along with full payment for taxes and fees collected that coincide with the reports, and any

other such information as the TAC shall, from time to time, reasonably require (such as Inventory Control documents).

4. The Distributor shall have its Administrator, or other person in charge of local operations, take an oath of deputation to be given by the Tax Assessor Collector to serve as authorized agents for the issuance of License Renewal Stickers.
5. The Distributor shall receive paper stock and supplies from the County at those locations shown in Application as agreed upon by the Distributor and the County Tax Assessor Collector. The County agrees that it will not deliver any paper stock or supplies for the account of the Distributor other than to the agreed upon locations listed in this contract. The Distributor unconditionally assumes complete liability for the safekeeping of all customer renewals (until such time as processed by the county). The Distributor unconditionally assumes complete liability for the safekeeping of all paper stock furnished by the county to the Distributors locations. The Distributor is liable for any abuse or unauthorized use of such paper stock, printing of stickers or unauthorized use of WebSub. The Distributor will pay to the County Tax Assessor Collector an amount equal to the maximum Registration Fee plus the current local fees for all lost, stolen, misplaced or unaccounted for stickers or paper stock. The fee currently amounts to \$64.25 per sticker as the standard registration fee, which is \$50.75 base fee plus local fees of \$13.50. The County Tax Assessor Collector may

provide paper stock to such agreed upon locations by mail or delivery. Individual store deputies may obtain paper stock from the County Tax Assessor Collectors office, and upon receipt, The Distributor shall verify and sign the Inventory correspondence, indicating that the quantity of paper stock match the amount reported in the Tax Assessor Collectors inventory correspondence. In the event of a discrepancy, The Distributor shall immediately report such to the Tax Assessor Collector.

6. The Distributor through deputized officers, agents or employees shall collect the fees prescribed by the Collin County Tax Assessor Collector for each sticker issued. The Distributor shall issue an operating check or money order for all cash received to the County, as directed, every seven days or every three hundred transactions whichever comes first for issuance of stickers. Said checks are to be made payable to Kenneth L Maun, Collin County Tax Assessor Collector and shall accompany the reports described in paragraph three herein. If such stores prefer to pay electronically, via ACH, please request county information to send payment. Batches that have been submitted to the County Tax Assessor Collector through WebSub (for stickers sold) will not be approved for processing until receipt of payment. Payment must be for the amount shown for each batch in the WebSub status of "SUBMITTED".
7. The Distributor at its option and sole risk may accept personal checks in payments of fees for the issuance of stickers; however, Distributor and the County agree that in the event that the Distributor accepts any checks in

exchange for stickers, the Distributor accepts sole responsibility for the negotiability for the check and the collection of funds on the check.

8. The Distributor will write an operating check, issue money order or pay by approved ACH for the gross receipts as described in paragraph 3 herein. The operating funds described in paragraph 3 herein shall be paid to the County Tax Assessor Collector, as directed, every seven days or 300 transactions whichever comes first, by Distributor as trustee for the Collin County Tax Assessor Collector. The payments shall be made payable to Kenneth L. Maun, Collin County Tax Assessor Collector and shall accompany the reports from WebSub.
9. The Distributor is subject to audit by the Collin County Tax Assessor Collector, Collin County Auditor, or any other authorized person or entity, at any time during the normal business hours of the Distributor designated in this contract without prior notification or at any other time or place in Collin County, Texas upon 24 hours notification. If the audit is to be conducted at any place other than the place of business of the Distributor designated in this contract, the Distributors personnel shall be present and shall make available at the place of the audit all paper stock, renewal forms and reports required.
10. In order to guarantee the faithful performance of the duties of the Distributors agents hereunder and to insure that all funds, receipts, stickers and supplies coming into the possession or control of the Distributor by virtue of this contract are properly accounted for and paid over to the TAC,

the Distributor agrees to post a surety bond(s), letter of credit or cash deposit in the total amount of **\$375,000.00 (\$25,000.00 per 15 locations)** naming Kenneth L. Maun, Collin County Tax Assessor Collector as obligee on said bond or payee on said letter of credit. If the Distributor elects to post a bond or letter of credit, said bond or letter of credit shall extend for a minimum of one year, shall be renewed annually by the Distributor before the expiration date thereof, shall give 30 day notice of cancellation or termination, and shall be issued by a surety company or financial institution acceptable to the County. Upon the posting of said bond, letter of credit or deposit, the Subcontractor shall be entitled to the initial issuance of not more than 300 pages of paper stock. Paper stock quantity is subject to change upon review of volume and performance of the Distributor by the Tax Assessor Collector.

11. This agreement is entire as to all of the performance to be rendered under it. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give the County the right to immediately terminate this agreement. The parties hereto agree that no breach by the Distributor shall be considered an insubstantial breach. Upon termination of this contract pursuant to this paragraph, the County shall notify the Distributor of the termination in writing, delivered in person to a receiving agent of the Distributor set forth on this contract or by certified mail, return receipt requested. If mailed, said notice shall be deemed received by the Distributor on the 3rd day after its mailing. Within 24 hours after the receipt by the Distributor of said

notice, the Distributor shall return all Receipts, paper stock and reports; all taxes and fees owed to the County. Either party hereto may voluntarily terminate this contract upon 30 days written notice to the other party. On or before the effective date of termination the Distributor shall return to the County all outstanding inventory of paper stock, voided or reprinted sticker receipts, together with payment for receipts issued and the final WebSub reports. All notices required under this agreement shall be addressed as follows:

To: Collin County

Kenneth L Maun

Collin County Tax Assessor

2300 Bloomdale Rd Ste 2302

PO BOX 8006

McKinney, TX 75071

To: Distributor

Kroger Texas L.P.

Corporate mailing address:

19245 David Memorial Dr.

Shenandoah, TX 77385

12. In the event that any audit or report of the Distributor discloses that any stickers, paper stock or funds are missing or otherwise unaccounted for, the TAC shall be entitled to collect on the bond or declare forfeited the cash deposit or present the letter of credit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees or public officials. Alternatively, the County may institute legal action against Distributor and/ or its employees to recover damages for such unaccounted stickers, paper stock or funds. In such event, Distributor

agrees to pay County for all costs of suit, including reasonable attorney fees. In the event that this contract is terminated by the County for breach by the Distributor and the Distributor fails to return all Receipts, paper stock, or funds within the time allowed in paragraph 9 hereof, the County shall be entitled to retain the entire proceeds of the bond, letter of credit or cash deposit as liquidated damages or, in the alternative, shall be entitled to institute legal action to seek recovery of its actual damages including all costs of suit including attorneys fees.

13. The terms of this contract shall commence upon the receipt by the Tax Assessor Collector of the bond, letter of credit or cash deposit herein referred to and shall continue in full force and effect thereafter until terminated by either party in accordance with the terms hereof.
14. This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Collin County, Texas.
 - a) This agreement is not assignable by any party hereto without the other party's prior written consent, but a merger, consolidation, stock transaction, or sub-lease will not be deemed an assignment as long as the surety bond, letter of credit or cash deposit securing the obligations of the Distributor is not detrimentally affected or extinguished thereby.
 - b) This contract constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This contract shall not be amended or modified, except in writing signed by the Collin County Tax

Assessor Collector. No official, agent or employee of the County has the authority, express or implied, to orally amend or modify this contract.

- c) Any bond, letter of credit, or cash deposit by the Distributor must be released by the County upon written demand by the Distributor 60 days after the termination of the contract, unless within the 30 day period County has given written notice to Distributor of a claim permitted by this contract, or the remainder thereof if the claim is paid or resolved.

15. Notarized signatures on next page, page 10 of contract.

Executed this 19th day of November, 2013,

at Collin County, Texas

Kroger Texas L.P.

By: Cherri Blayney
Owner/ Operator Signature

Cherri Blayney
Typed Name of Signatory
Accounting Assistant
Typed Signatory Title

Correct Address:

**19245 David Memorial Dr
Shenandoah, TX 77385**

Phone Number (s):

**713-507-6100
Contact: Crystal Stacks**

Subscribed and sworn to
before me this 4th day
of December 2013.

Kimberly Michelle Winters
Notary Public
State of Texas



2013

TAX ASSESSOR COLLECTOR

By: Kenneth L. Maun
Kenneth L. Maun
Tax Assessor Collector
Collin County

Correct Address:

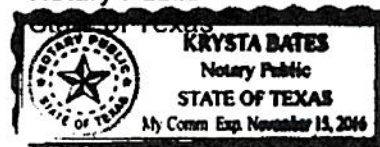
**2300 Bloomdale Rd Ste 2302
McKinney, Texas 75070**

Phone Number:

**METRO : (972)424-1460 Ext-5014
(972)547-5012**

Subscribed and sworn to
before me this 12th day
of February 2013: 2014.

Krysta Bates
Notary Public



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Kroger Store Locations

Store	Number	Address	Mailing (if applicable)	Contact Name:	Phone	FAX
Krogers	461	5190 Hwy 78 Sachse, TX 75048		Crystal Stacks	972-675-2111	972-675-3377
Krogers	488	1707 W. University McKinney, TX 75069		Crystal Stacks	972-548-9053	972-542-1922
Krogers	522	7100 Independence Pkwy. Plano, TX 75025		Crystal Stacks	972-491-2594	972-491-2468
Krogers	540	3305 N. Dallas Parkway Plano, TX 75093		Crystal Stacks	972-608-4698	972-608-4112
Krogers	544	1212 E. Bethany Dr. Allen, TX 75002		Crystal Stacks	972-727-9299	972-727-9072
Krogers	546	4851 Legacy Dr. Frisco, TX 75034		Crystal Stacks	972-377-9001	972-377-4425
Krogers	547	3205 Main St. Frisco, TX 75034		Crystal Stacks	972-712-6740	973-731-0631
Krogers	548	1210 N. Greenville Ave. Allen, TX 75002		Crystal Stacks	214-383-7100	214-383-7105
Krogers	560	7500 Preston Rd. Frisco, TX 75034		Crystal Stacks	972-377-0850	972-377-0854
Krogers	561	12221 Custer Rd. Frisco, TX 75034		Crystal Stacks	214-491-5000	214-491-5003
Krogers	563	4017 14th St. Plano, TX 75074		Crystal Stacks	972-423-4805	972-422-0162
Krogers	567	2901 South Lake Forest McKinney, TX 75070		Crystal Stacks	972-540-1196	972-540-1206
Krogers	568	1320 W. McDermott Dr. Allen, TX 75013		Crystal Stacks	214-495-0202	214-495-0206
Krogers	581	2925 Custer Rd. Plano, TX 75075		Crystal Stacks	972-612-3280	972-599-9547
Krogers	598	9700 Coit Road @ Hwy 121 Plano, TX 75025		Crystal Stacks	972-377-7796	214-705-0259

Vehicle Registration Sales Application



WebAgent

Web-based Motor Vehicle Registration and Titling

Collin County Offsite Subcontractor Program: WebSub

Please make yourself a copy and mail the completed application to the office of:

Kenneth L Maun

Collin County Tax Assessor Collector

Attn: Motor Vehicle Supervisor
2300 Bloomdale Rd, Ste. 2302
McKinney, TX 75071

Date: 11/19/13

Legal Store Name: Kroger Texas L.P.

Store Number: _____ Corporate Address
(see last page for all locations)

Mailing Address: 19245 David Memorial Dr.
Shenandoah, TX 77385

Physical Location: see attached

Contact person: Cheri Blayney

Phone Number: 713-507-6185

FAX Number: 956-442-6700

Routine correspondence will be faxed to your store, followed by a phone call of explanation. This will ensure good communication between our offices. If you have any questions or concerns please contact Cathy Malone or Bill Hamilton at 972-547-5065.

Steps taken to set up the new store -- offsite subcontractor:

- 1 Initial inquiry from customer
- 2 Approval from Mr. Maun to send Application (must be a reputable, established and secure business)
- 3 New subcontractor must meet System Requirements for WebAgent (see attached)
- 4 Completed Application, Contracts (4) and Original Bond are submitted to tax office by store
- 5 Contracts (4) are signed by Mr. Maun, Collin County Tax Assessor-Collector
- 6 Bond and Contracts sent before Commissioner's Court for record
- 7 Subcontractor location is set up in RTS by tax office WebAgent Administrator.
- 8 County makes appointment with subcontractor for training, deputation, and delivery of paper stock, supplies and documents:
 - * POS paper
 - * Labels /Initial Envelopes
 - * Store signs
 - * WebSub (WebAgent) Instruction Book
 - * Final Subcontractor Contract (signed by Mr. Maun)

9 Original Bond goes to Accounting department, (3) additional copies are made for distribution.

x Cheri Blayney
Signature of Distributor (Subcontractor) Agent

Cheri Blayney
Printed Name of Distributor Agent