

## **FULL SERVICE DEPUTY AGREEMENT**

This agreement is between the County of El Paso, a political subdivision of the State of Texas, hereinafter called "County", on behalf of the County Tax Assessor-Collector, and **Fabian De La Cruz d/b/a/ Texas Auto Registration and Titles**, hereinafter called "Full Service Deputy."

**WHEREAS**, Tex. Transp. Code §520.0091, and § 520.008, provide that a County Tax-Assessor Collector may, with the approval of the Commissioners Court, deputize an individual or a business entity on a "full service basis" to issue motor vehicle registration license receipts, hereinafter "stickers" for the same, and prepare or accept applications for title transfers on behalf of the County Tax Assessor-Collector; and

**WHEREAS**, **Fabian De La Cruz d/b/a/ Texas Auto Registration and Titles**, is a registered business entity which has designated the employee(s) listed on **(Exhibit A)** for deputation, and which desires to perform the duties set forth herein; and

**WHEREAS**, the public will benefit from the deputation of the Full Service Deputy named herein; and

**THEREFORE**, the parties hereto agree as follows:

### **Deputation**

1. The County Tax Assessor-Collector may deputize an individual or a business entity as a Full Service Deputy only if the individual, or employee in the case of a business entity, has passed required criminal background check, has experience in title transfers, is trained to issue registration receipts by the County Tax Assessor-Collector and posts a bond payable to the County Tax Assessor-Collector in an amount determined by the County Tax Assessor-Collector and conditioned on the person's proper accounting and remittance of all fees collected by the individual or business entity.
2. Only those individuals or employees of a business entity who have been duly deputized by the County Tax Assessor-Collector may participate in any manner in the handling or issuance of stickers or accept applications for title transfers.
3. It shall be the responsibility of an individual or business entity deputized as a full service deputy to ensure that only those individuals or employees that have been duly deputized participate in any manner in the handling or issuance of stickers or accepting and processing applications for title transfers.

4. Any time a deputized employee is no longer employed with the Full Service Deputy, the Full Service Deputy shall notify the County Tax Assessor-Collector in writing within five (5) business days of the employees last working day by using the NOTICE REGARDING STATUS OF FULL SERVICE DEPUTY EMPLOYEE (**Exhibit B**). Failure of the Full Service Deputy to provide the information required in this paragraph shall constitute a Breach of the obligations to be performed by the Full Service Deputy under Paragraph 26 of this contract.
  
5. The Full Service Deputy shall prior to hiring new employees, submit a fully executed and notarized Personal Inquiry Waiver and Authorization for Release of Confidential Information in order for the County Tax Assessor Collector to submit for background check. Once new employee has passed background check, Full Service Deputy shall assign employee to the Office of the County Tax Assessor Collector for deputation and a minimum of ninety (90) days of training in accordance to the program established by the Office of the County Tax Assessor Collector on a training schedule agreed upon between the Full Service Deputy and the County Tax Assessor Collector. At any time during the minimum time of training, the Director of Motor Vehicle Registration and Titling Division of the El Paso County Tax-Assessor Collector's Office reserves the right to approve a Full Service Deputy employee for performance of the duties and responsibilities pursuant to this Agreement. The Full Service Deputy shall pay the employees for the total time they are engaged in the training provided pursuant to this paragraph.

**Bonds & Insurance**

6. In accordance with Tex. Transp. Code §520.0091 each individual, or employee of a business entity, or business entity, named herein to be deputized as a full service deputy shall post a bond in the name of the business entity in the amount set forth below payable to the County Tax Assessor-Collector and conditioned on the person's proper accounting and remittance of all fees collected by the individual or business entity. The amount of the bond shall be determined by the County Tax Assessor-Collector.

Amount of Surety Bond	\$ <u>50,000.00</u> .
-----------------------	-----------------------

7. The bond shall be for a minimum initial period of one year and must be renewed annually on or before the expiration date thereof; failure to maintain the bond in full force and effect shall constitute a breach pursuant to Paragraph 26 of this contract and shall render this contract null and void. The obligees on the bond must be the County Judge and County Tax Assessor-Collector.

8. In the event the bond expires during the term of this agreement the Full Service Deputy shall immediately inform and provide the notice of cancellation to the County Tax Assessor-Collector and shall immediately cease accepting any registration renewal cards and issuing motor vehicle registration license receipts or accepting and processing applications for title transfers.
9. The Full Service Deputy shall insure all leased equipment through a commercial policy in the event of damage, fire or theft naming the County Tax Assessor-Collector and the Texas Department of Motor Vehicles as additionally insured.

#### **Indemnification**

10. The Full Service Deputy agrees to indemnify the County for any and all liability that may result from the actions, inactions, wrongful and/or negligent conduct of the Full Service Deputy or his/her employees. The remedies provided by forfeiture of the performance bond or by redemption of the letter of credit are in addition to any other remedies at law or equity that the County may have in order to collect money belonging to the County and received by the Full Service Deputy.

#### **Issuance of Motor Vehicle Registration License Receipts/Stickers**

12. Following deputation, the County Tax Assessor-Collector shall supply the Full Service Deputy with an inventory of license plates, Scofflaw paper and necessary supplies.
13. In those cases where the Full Service Deputy is a business entity, the Full Service Deputy shall designate in writing one or more of its employees who have been deputized by the County Tax Assessor-Collector to serve as the receiving agent(s) for the Full Service Deputy; the County Tax Assessor-Collector shall not furnish any stickers or supplies for the account of the Full Service Deputy other than directly to the designated receiving agent(s).
14. Full Service Deputy shall at all times comply with the procedures, policies and instructions promulgated by the County Tax Assessor-Collector along with the Texas Department of Transportation's rules, regulations, and bulletins, including amendments at will, which shall notify Full Service Deputy in writing. Procedures, policies and instructions may be changed from time to time as deemed necessary by the County Tax Assessor-Collector.

#### **Fees**

15. The Full Service Deputy shall collect the fees prescribed by the County Tax Assessor-Collector for each transaction processed. The Full Service Deputy shall not accept individual checks as payment of fees for transactions processed. In the event that the Full Service Deputy accepts any checks other than those specifically allowed herein, the Full Service Deputy shall immediately replace said checks with checks imprinted with the Full Service Deputy's individual name and/or business name.

16. The Full Service Deputy shall remit to the County Tax Assessor-Collector full payment for all fees collected pursuant to paragraph fifteen (15) DAILY, and in addition shall provide reports to the County Tax Assessor-Collector on forms to be provided by the County Tax Assessor-Collector and strictly in accordance with the written instructions as are now or shall hereafter be promulgated by County Tax Assessor-Collector.
17. In addition to the fees collected pursuant to paragraph fifteen (15) and remitted to the County Tax Assessor-Collector, the Full Service Deputy may charge and retain additional fees not to exceed the specified amounts listed on (**Exhibit C**) for motor vehicle registration and titling.

Fees collected for services rendered by Full Service Deputy shall be collected separately.

#### **Evidence of Financial Responsibility**

18. The Full Service Deputy(ies) shall not issue motor vehicle registration license receipts/stickers to any applicant who fails to submit with the application for registration and/or title transfer evidence of financial responsibility that complies with Tex. Transp. Code Ann. §502.046 and in accordance with such written instructions as may be promulgated by the County Tax Assessor-Collector and/or the Texas Department of Transportation. Failure to comply is not only against the law, but shall constitute a breach of this contract pursuant to Paragraph 26 of this contract and shall result in proceedings to terminate this contract.

#### **Audits**

19. The Full Service Deputy shall keep a separate account of the fees collected and a record of daily receipts as prescribed by the County Tax Assessor-Collector.
20. The Full Service Deputy agrees to maintain a general ledger account entitled "Tax Collector's Fees and Disbursements" that shall contain tax receipts plus fees charged within its accounting records. This general ledger account will be used only for recordation of El Paso County Tax Office receipts and fees charged. The Full Service Deputy shall not record the receipt of any other funds in this ledger account. All money collected by the Full Service Deputy and belonging to the County is considered to be held in trust for the County by the Full Service Deputy.

21. The Full Service Deputy shall report to the County **DAILY** all receipts issued for registrations, title transfers or other miscellaneous receipts issued at the Full Service Deputy's office.
22. The Full Service Deputy is responsible for all receipts and accountable plates and stickers. If any of these items are lost or misplaced, the Full Service Deputy will provide the County with a written affidavit signed and notarized, describing the circumstances under which said items were lost or misplaced and by whom.
23. The Full Service Deputy shall be subject to audit by the County Tax Assessor-Collector, the Texas Department of Transportation, the Comptroller of the State of Texas, or any certified public accountant designated by any one or more of the same, at any time during the normal business hours of the Full Service Deputy, at the place of business of the Full Service Deputy designated in this contract without prior notification or at any other time or place in El Paso County, Texas. If the audit is to be conducted at any place other than the place of business of the Full Service Deputy designated in this contract, the receiving agent of the Full Service Deputy shall be present and shall make available at the place of the audit all supplies or forms required upon 24 hours notification.
24. In the event that any audit report of the Full Service Deputy discloses that any funds, or other verification of compliance are missing or otherwise unaccounted for, the County shall be entitled to collect on the bond and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees or public officials.

### **Termination**

25. Either party hereto may voluntarily terminate this contract upon 30 days written notice to the other party. On or before the effective date of the voluntary termination, the Full Service Deputy shall return to the County Tax Assessor-Collector all outstanding accountable inventories, together with supplies and final report in a form to be promulgated in writing by the County Tax Assessor-Collector.
26. Breach of any obligation to be performed by the Full Service Deputy shall constitute a breach of the entire agreement and shall give the County Tax Assessor-Collector the right to immediately terminate this agreement. The parties hereto agree that no breach by the Full Service Deputy shall be considered an insubstantial breach. Upon termination of this contract pursuant to this paragraph, the County Tax Assessor-Collector shall notify the Full Service Deputy of the termination in writing, delivered in person to the receiving agent of the Full Service Deputy or mailed to the Full Service Deputy at the address set forth in this contract by certified mail, return receipt requested. If mailed, said notice shall be deemed received by the Full Service Deputy on the 3rd day after mailing. Within 24 hours after

receipt of notice by the Full Service Deputy, the Full Service Deputy shall return all stickers, supplies, original documents, and fees owed to the County.

27. In the event this contract is terminated by the County for breach by the Full Service Deputy and the Full Service Deputy fails to return all stickers, supplies, funds, original documents within 24 hours, the County shall be entitled to retain the entire proceeds of the bond, or, in the alternative, shall be entitled to seek recovery of its actual damages.

#### **Location of Business**

28. The Full Service Deputy named herein shall perform the duties set forth in this agreement at the location(s) listed below, and no other locations at 9155 Dyer Street, Suite A-5B, El Paso, Texas 79924.

#### **General Terms**

29. The term of this contract shall commence upon the receipt by the County Tax Assessor-Collector of the assumed name certificate, surety bond, letter of credit, insurance policy and deputation of the individual to be appointed Full Service Deputy, or in the case of a business entity, deputation of the designated employee(s) of the business entity, and shall continue in full force and effect thereafter until terminated by either party in accordance with the terms contained herein. Failure of the Full Service Deputy to provide the information required in this paragraph within thirty (30) calendar days of the date of the execution of this contract shall constitute a Breach of the obligations to be performed by the Full Service Deputy under Paragraph 26 of this contract.
30. 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 El Paso County, Texas.
31. This agreement is not assignable by the Full Service Deputy.
32. This contract constitutes the entire agreement of the parties and all prior agreements, written or oral are hereby superseded.
33. This contract may be amended only in writing signed by the County Tax Assessor-Collector and approved by the Commissioners Court; no official, agent, or employee of the County has the authority, express or implied, to orally amend or modify this contract.

34. The Full Service Deputy shall be responsible for providing and posting at each place of business, at its own expense, a sign with letters that are 1 ½” high as follows:

**NOTICE: This is a privately- owned establishment is not operated by the El Paso County Tax Office. A service charge is added for preparation of documents performed in this office. The same documents are prepared as a public service by the El Paso County Tax Office without the added service cost. If you have any questions or comments in regard to the services performed in this office, please call 546-2140 or address your comments to:**

**Victor A. Flores, R.T.C.  
County Tax Assessor-Collector  
500 E. Overland Ave., Suite 101  
El Paso, Texas 79901-2414**

Said sign will be 42 inches high by 38 inches wide. The lettering on said sign will be 1 ½” inches high. Lettering must be clear and legible and posted in a place within the office for customers view and information.

**[SIGNATURES ON NEXT PAGE]**

REMAINDER OF PAGE LEFT BLANK

**IN WITNESS WHEREOF**, the parties execute this agreement on the \_\_\_\_ of \_\_\_\_\_, 20\_\_.

ATTEST:

COUNTY OF EL PASO:

\_\_\_\_\_  
County Judge Veronica Escobar

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Victor A. Flores  
El Paso County Tax Assessor-Collector

FULL SERVICE DEPUTY

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_  
Fabian De La Cruz d/b/a/ Texas Auto Registration and Titles  
Full Service Office Operator

**SUBSCRIBED AND SWORN TO**  
**BEFORE ME** on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SUBSCRIBED AND SWORN TO**  
**BEFORE ME** on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
STATE OF TEXAS

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
STATE OF TEXAS



**EXHIBIT A**

**FABIAN DE LA CRUZ**

EXHIBIT B



VICTOR A. FLORES, R.T.C.  
OFFICE OF THE COUNTY TAX ASSESSOR-COLLECTOR  
500 E. Overland Ave., Suite 101 • El Paso, Texas 79901  
(915)546-2097 / (915)543-3838 Fax

**NOTICE REGARDING STATUS OF FULL SERVICE DEPUTY  
EMPLOYEE**

TO: The Honorable Victor A. Flores  
El Paso County Tax Assessor-Collector

Date: \_\_\_\_\_

Name of Full Service Deputy Office: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

RTS Employee ID #: \_\_\_\_\_

I hereby submit this NOTICE REGARDING THE STATUS of my employee who is  
no longer employed in this office:

The employee's last working day will be/was: \_\_\_\_\_

Full Service Deputy

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Barbara Banks, Director  
County Tax Office

Failure to submit this Notice within the time specified in Paragraph 4 of the Full Service Deputy Agreement shall constitute a Breach of the obligations to be performed by the Full Service Deputy under Paragraph 26 of the Full Service Deputy Agreement.

**EXHIBIT C**



**VICTOR A. FLORES, R.T.C.  
COUNTY TAX ASSESSOR-COLLECTOR  
(915)546-2097 • Fax (915)543-3838**

**PROCESSING FEES  
Full Service Deputy  
(Maximum Fees Allowed Per Motor Vehicle Transaction)  
Transportation Code §520.008(b)**

**EFFECTIVE – JUNE 7, 2004**

<b>RENEWAL REGISTRATION</b> (Current, Expired or Exchanges)	<b>\$ 5.00</b>
<b>REPLACEMENT</b> (Plate or Sticker)	<b>\$ 5.00</b>
<b>TITLE APPLICATION OR TITLE TRANSFER</b> (Title Only, Any Operation of Law, i.e., Auction Sales Receipt, Out-of –State, Out-of-Country, Salvage, Heirship, Divorce Decree, Storage/Mechanic Lien)	<b>\$ 5.00</b>
<b>CORRECTED TITLE (Correction requested by Customer Only)</b> (Any corrections as a result of Employee error will be at no charge.)	<b>\$ 5.00</b>
<b>PERMIT</b> (One Trip, 72-Hour, 144-Hour, 30-Day, or Agricultural)	<b>\$ 5.00 / ea.</b>
<b>DISABLED PLACARD</b> (Permanent or Temporary)	<b>\$ 5.00</b>
<b>DUPLICATE REGISTRATION RECEIPT</b>	<b>\$ 2.00</b>
<b>INQUIRY</b> (Requests for Motor Vehicle Information)	<b>\$ 2.00</b>
<b>COPIES (Photographic)</b> Current Proof of Insurance and Valid Identification Required on one page (Max 1 Page) Divorce Decree-Only Cover Page, Award Page and Signature Page Required (Max 3 pages) Power of Attorney in its entirety.	<b>Up To \$1.00 / Page</b>
<b>VOIDS (Errors created by Customer Only)</b> (Any voids as a result of Employee error will be at no charge.)	<b>\$ 5.00</b>
<b>FAXES (Per Transmission.)</b>	<b>\$ 3.00</b>
<b>ANY APPLICATIONS OR FORMS REQUIRING ASSISTANCE</b> <b>IN FILLING OUT (Maximum Charge allowable per transaction)</b> <b>\$5.00)</b>	<b>Up To \$1.00/ea. (Not to exceed</b>
<b>TXDOT or TAC FORMS (BLANK)</b>	<b>No Charge</b>

**VICTOR A. FLORES, R.T.C.  
County Tax Assessor-Collector**

***MUST BE POSTED IN PLAIN VIEW OF CUSTOMERS***



COMMISSIONERS COURT  
COMMUNICATION

AGENDA DATE : 01/07/2013

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO  
(IF APPLICABLE):

**SUBJECT:**

Tax Office/Full Service Deputy Agreement for Texas Auto Registration and Titles

**BACKGROUND/DISCUSSION OF TOPIC:** To include statutory requirement, operational impact, or performance goal.

Contract language and requirements have changed.  
Contract has been reviewed and approved by County Attorney's office.  
Tax Assessor-Collector Victor A. Flores and Chief Deputy Siria Rocha will be present to answer questions.

**FISCAL IMPACT:**

N/A

**PRIOR COMMISSIONERS COURT ACTION (IF ANY):**

This contract is renewed upon the Tax Assessor's discretion.

**RECOMMENDATION:**

Approve and authorize the Full Service Deputy Agreement between the County Tax office and Texas Auto Registration and Titles.

**COUNTY ATTORNEY APPROVAL**

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY: Victor A. Flores, RTC