



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

May 29, 2009

The Honorable Anthony Cobos, County Judge
and County Commissioners
500 E. San Antonio St., Suite 301
El Paso, Texas 79901

Re: Consent Agenda Item – June 8, 2009

Dear Judge Cobos and Commissioners:

I respectfully request that the following item be placed on the consent agenda of Commissioners' Court on June 8, 2009:

Court Order:

Approve and authorize the County Judge to sign an Amendment to the original agreement for use of the Texas Department of Transportation's Automation Equipment, which will be leased to the following full service contracted offices as follows:

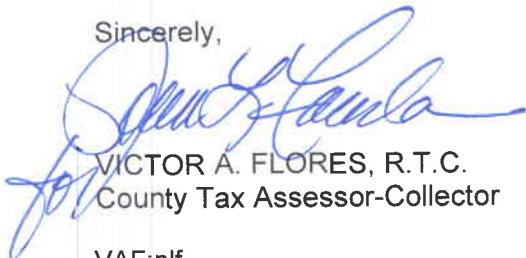
\$3,000.00 - two (2) RTS work stations at an annual cost of \$1,500.00 each for the existing full service contracted office location of: ***El Paso Auto Registration & Titling***, which will be located at **1030 Zaragosa, El Paso, Texas 79907.**

\$1,500.00 - one (1) RTS work stations at an annual cost of \$1,500.00 each for the existing full service contracted office location of: ***El Paso Auto Registration & Titling***, which will be located at **12135 Montwood, Suite 109, El Paso, Texas 79936.**

Your favorable consideration is very much appreciated.

If you have any questions, please feel free to contact Chief Deputy Norma Favela or me at 546-2097.

Sincerely,


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

VAF:nlf

Enclosures

c: The Honorable Delia Briones, County Clerk

COUNTY OF El Paso**AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT**

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.002 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of El Paso, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated January 11, 1995.

In addition to the provisions of the original county agreement, TxDOT's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Transportation.

* * *

The County of El Paso, Texas will lease 2 additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Site Name	New (N) or Existing (E) Site	Site Address	Number of Items
El Paso Auto Registration & Titling	E	1030 N. Zaragosa, El Paso, Texas 79907	2

County Judge _____ Date: _____

County

Rebecca Davio, Ph.D., _____ Date: _____
Director Vehicle Titles and
Registration Division

EXHIBIT "A" To Amendment One

State of Texas, County of El Paso

1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased at County expense from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement".
2. Submitting a signed amendment form to the supporting VTR regional office will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be \$1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of \$2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year the remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDOT. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDOT will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	County Site	Quantity	Individual Item Cost	Total Annual Cost
1.	Workstation, Basic*	El Paso	2	\$1,500.00	\$3,000.00
2.	Remote Sticker Printing System (Renewal)			600.00	
3.	Remote Sticker Printing System (DTA)			600.00	
4.	Uninterrupted Power Supply			125.00	
5.	Printer Laser, HP 8000 (high capacity)			1,100.00	
6.	Additional Printer			250.00	
7.	Bar code reader			550.00	
8.	New Site Cost (one time fee)			2,500.00	
				Annual Leasing Fee	\$3,000.00

*Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary) in a normal environment.

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* * *

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El Paso Auto Registration & Titling	E	12135 Montwood, Suite 109, El Paso, Texas 79936	1

County Judge _____ Date: _____

County

Rebecca Davio, Ph.D., _____ Date: _____
Director Vehicle Titles and
Registration Division

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				Annual Leasing Fee	\$1,500.00

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EL PASO COUNTY CONTRACT DATA FORM
ATTACH TO FRONT OF ALL CONTRACTS SUBMITTED

Date: May 29, 2009 Department: County Tax Assessor-Collector

Contract No.: KK- _____ Date Submitted for CA Review: ** 05/29/09

Sponsor/Administrator of Contract: Texas Department of Transportation

Amendment One for El Paso Auto Registration & Titling to Lease from TxDOT two (2) Registration & Title System (RTS) Equipment @ existing location 1030 Zaragosa, El Paso, Texas and one (1) Registration & Title System (RTS) Equipment @ existing location 12135 Montwood, Suite 109, El Paso, Texas subject to Transportation Code §520.002.

Purpose of Contract/Subject Matter: _____

Funding Source: County: N/A Grant: N/A Other: xxx

Other Party(ies) to Contract: County Tax Assessor-Collector

Contract Price: \$4,500.00 Bid No.: N/A Date Bid Awarded: N/A

Note: Zaragosa: Two (2) Workstations @ \$1,500.00 each for total annual lease of \$3,000.00 and Montwood: One (1) Workstation @ \$1,500 each

Significant Terms/Administrative Milestones:

1. Beginning Date: from approval & execution of contracts Ending Date: 30 days written notice

2. Bond Requirements:

(a) Type of Bond: Bid _____ Performance _____ Payment _____

(b) Amount: _____ (c) Copy of Bond Provided: _____

(d) Review by Risk Manager: Signature _____ Date _____

3. Insurance Requirements:

(a) Duty to Insure: County _____ Other Party _____ (b) Proof of Ins Provided: _____

(c) Type of Ins.: _____ (d) Amount: _____

(e) Review by Risk Manager: Signature _____ Date _____

4. Audit Requirements: _____

5. Tax Forms Required: N/A 6. Notice of Renewal Date: _____

7. Other: _____

8. Account Name and No. for Payment: County TAC is billed by TXDOT. TAC bills and collects payment from contracted, Full Service Deputy (El Paso Auto Registration & Titling) annually.

9. Date Contract on Agenda for Approval by Commissioner's Court: June 8, 2009

DEPARTMENT HEAD/ELECTED OFFICIAL ACTION

APPROVED AS TO CONTENT/ACKNOWLEDGEMENT OF DUTY TO ADMINISTER ALL TERMS AND CONDITIONS: *

The undersigned hereby certifies that they have read the contract and understand and approve the contract terms except as noted and further certify that the contract conforms to the bid specifications, if any, and acknowledges that they are responsible for administering all terms and conditions of the contract.


Department Head/Elected Official

5/29/09
Date

* Responsibility for Payments/Collections: The sponsor may make arrangements with the County Auditor to make/collect periodic payments pursuant to the contract. However, it is the responsibility of the sponsor to coordinate such an arrangement with the Auditor.

Monica Fuentes-Mena

From: Art Provenghi
Sent: Tuesday, June 02, 2009 10:18 AM
To: Norma L. Favela
Subject: Contract Review Form KK-09-211-TxDOT-Amendment One- Lease of Automated Registration/Titling Equipment-Two Basic Workstations-1030 N. Zaragosa-El Paso, Texas

EL PASO COUNTY LEGAL REVIEW FORM

KK-09-211

Contract Description: Tax Office-Amendment One-Lease of Automated Registration and Title System Equipment (Two Basic Workstations-1030 N. Zaragosa - El Paso, Texas)-TxDot

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

☒ Approved as to Form as Submitted
☐ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
☐ Not Approved

*1)

This 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.

Art Provenghi
Assistant County Attorney
Date: June 2, 2009

Monica Fuentes-Mena

From: Art Provenghi
Sent: Tuesday, June 02, 2009 10:02 AM
To: Norma L. Favela
Subject: Contract Review Form KK-09-214-TxDOT-Amendment One-Lease of Automated Registration/Titling Equipment-One Basic Workstation-12135 Montwood-El Paso , Texas

EL PASO COUNTY LEGAL REVIEW FORM

KK-09-214

Contract Description: Tax Office-Amendment One-Lease of Automated Registration and Title System Equipment (One Basic Workstation-12135 Montwood - El Paso, Texas)-TxDot

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

☒ Approved as to Form as Submitted
☐ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
☐ Not Approved

*1)

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Art Provenghi
Assistant County Attorney
Date: June 2, 2009

6/3/2009