



**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  
County Courthouse, 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(s) be placed on the consent agenda of Commissioners' Court on June 8, 2009:

1. **Court Order:**  
Approve and authorize the Full Service Deputy Agreement between the **County Tax Assessor-Collector** and **Flash Auto Title Registration** located at 5535 Alameda, Space #12A, El Paso, Texas 79905.
2. **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 to allow the County Tax Assessor Collector to lease two (2) RTS work stations to the new contracted office: **Flash Auto Title Registration** located at 5535 Alameda, Space #12A, El Paso, Texas 79905 in the total amount of \$5,625.00.

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

cc: The Honorable Delia Briones, County Clerk

## 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, Flash Auto Title Registration, hereinafter called "Full Service Deputy."

**WHEREAS**, Tex. Transp. Code Ann. §502.112, 502.114 (Vernons 1996 Pamphlet) 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**, Flash Auto Title Registration, 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 immediately.
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 five (5) 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.

### **Bonds & Insurance**

6. In accordance with Tex. Transp. Code Ann. §502.112 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

\$ 100,000.00

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 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 Transportation as additionally insured.

### **Letter of Credit**

10. In order to guarantee the payment of taxes and fees remitted to the County Tax Assessor-Collector by the check of the Full Service Deputy, the Full Service Deputy shall place on record with the County Tax Assessor-Collector an irrevocable letter of credit in the amount of \$25,000 from an El Paso County Bank. The letter of credit will allow the County Tax Assessor-Collector to redeem the full amount in cash up to \$25,000 for a check or checks of the Full Service Deputy, which are returned for non-payment. Any redemption of this letter of credit by the County does not preempt the County's right to seek forfeiture of the performance bond required hereinabove, nor is redemption a prerequisite to seeking forfeiture of the Full Service Deputy's performance bond. The County Tax Assessor Collector may raise the amount as needed due to the volume of business generated by the Full Service Deputy.

### Indemnification

11. 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 registration books and necessary supplies, as well as instructions for issuance, provided however, that in no case shall the County Tax Assessor-Collector issue to the Full Service Deputy any number of registration books when such issuance shall cause the Full Service Deputy's outstanding inventory of registration books to exceed the number authorized in paragraph six (6) herein above.
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 may accept individual checks as payment of fees for transactions processed provided that the checks are made payable to "**Victor A. Flores, County Tax Assessor-Collector**", and shall bear such information as may be required by such rules as are now or shall hereafter be promulgated in writing by the County Tax Assessor-Collector. Any such individual checks so accepted by the Full Service Deputy may be delivered to the County as payment for the fees collected. 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 fourteen (14) 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 fourteen (14) 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 B for motor vehicle registration and titling.

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

Checks made payable to County Tax Assessor/Collector for registration and/or title transfer purposes that include Full Service Deputy fees will be rejected and returned to Full Service Deputy.

#### **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. §502.153 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 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 stickers, 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 inventory, together with supplies and payment for stickers issued 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 5535 Alameda, Space 12A, El Paso, Texas 79905.

**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.
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 an place within the office for customers view and information.

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

ATTEST:

COUNTY OF EL PASO:

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

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

FULL SERVICE DEPUTY

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_  
Flash Auto Title Registration  
5535 Alameda, Space #12A  
El Paso, Texas 79905

**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**

ALFREDO ACOSTA

## EXHIBIT B



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 §502.114(b)

EFFECTIVE – JUNE 7, 2004

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

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

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

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 76<sup>th</sup> 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
Flash Auto Title Registration	N	5535 Alameda (Space #12A) El Paso, Texas 79905	2

County Judge \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
CountyRebecca 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	\$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)	El Paso	1	2,500.00	2,500.00
				<b>Annual Leasing Fee</b>	<b>\$5,625.00</b>

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

**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  
Contract and Amendment One for Flash Auto Title Registration  
to Lease from TxDOT two (2) Registration & Title System  
(RTS) Equipment @ new location 5535 Alameda, Space 12A,  
El Paso, Texas 79905 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: \$5,625.00 Bid No.: N/A Date Bid Awarded: N/A

*Note: Two (2) Workstations @ \$1,500.00/annum.ea; Uninterrupted Power Supply \$125.00 and one time New Site Cost \$2,500.00*

**Significant Terms/Administrative Milestones:**

from approval & execution

1. Beginning Date: 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: \_\_\_\_\_

County TAC billed by TXDOT and TAC bills and collects payment from contracted, Full Service Deputy (Flash Auto Title Registration) annually.

8. Account Name and No. for Payment: \_\_\_\_\_

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:** Norma L. Favela  
**Sent:** Tuesday, June 02, 2009 10:51 AM  
**To:** Patricia Pietzyk  
**Cc:** Monica Fuentes-Mena; Virginia Schmidt  
**Subject:** FW: Contract Review Form KK-09-210-Full Service Deputy Agreement-Flash Auto Title Registration

**EL PASO COUNTY LEGAL REVIEW FORM**

KK-09-210

Contract Description: Tax Office-Full Service Deputy Agreement-Flash Auto Title Registration

**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.

☒ X 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 10:08 AM  
**To:** Norma L. Favela  
**Subject:** Contract Review Form KK-09-215-TxDOT-Amendment One-Lease of Automated Registration/Titling Equipment-Two Basic Workstations-5535 Alameda-El Paso Texas

**EL PASO COUNTY LEGAL REVIEW FORM**

KK-09-215

Contract Description: Tax Office-Amendment One-Lease of Automated Registration and Title System Equipment (Two Basic Workstations-5535 Alameda - 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**