

LIMITED SERVICE DEPUTY AGREEMENT BETWEEN DENTON COUNTY AND DENTON INDEPENDENT SCHOOL DISTRICT

This Limited Service Deputy Agreement is made and entered into by and between the Denton County Tax Assessor-Collector, by and through Denton County, Texas, a political subdivision of the State of Texas located at 1 Courthouse Drive, Suite 3100, Denton, Texas 76208 (hereinafter, "COUNTY" or "DCTAC"), and DENTON INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas located in Denton County at 5080 Mills Road, Denton, Texas 76208 (hereinafter, "DENTON ISD").

WHEREAS, pursuant to the authority set forth in 43 Tex. Admin. Code § 217.164, a county tax assessor-DCTAC may, with commissioners court approval, deputize a person to act as a Limited Service Deputy and may, as set forth in subsections (c) and (d) therein, impose specified restrictions or limitations of the Limited Service Deputy's authority to provide motor vehicle registration renewal services; and

WHEREAS, DCTAC wishes to deputize DENTON ISD as Limited Service Deputy for the limited purpose of providing registration renewal services for vehicles owned by DENTON ISD, and DENTON ISD wishes to be deputized for that limited purpose; and

WHEREAS, DENTON ISD's authority to act as a Limited Service Deputy under this agreement does not include the authority to provide vehicle registration renewal services for any person, business or entity other than a person acting in his/her official capacity as an officer or employee of DENTON ISD to renew the vehicle registration of a vehicle owned by DENTON ISD; and

WHEREAS, authorizing DENTON ISD to act as a Limited Service Deputy of the DCTAC for purposes of processing registration renewals for the vehicles it owns will further public convenience;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, COUNTY, and DENTON ISD agree as follows:

1. Throughout this Agreement, the following terms shall have the following meanings:
 - i. This Agreement is between the Denton County Tax Assessor-Collector (DCTAC), by and through Denton County, Texas, and DENTON ISD. The terms "COUNTY" and "DCTAC" therefore both refer to party Denton County, Texas, with the term "DCTAC" being used to specifically identify the Office of the DCTAC.
 - ii. The term "Prescribed Taxes and Fees" means all taxes and fees that a Tax Assessor-Collector is required to charge and collect under the Texas Transportation Code, the Texas Administrative Code and any other applicable Texas statute or rule/regulation in performing motor vehicle registration renewal services.
 - iii. The term "LSD Services" means the processing of registration renewals for vehicles owned by DENTON ISD.
 - iv. The term "Inventory" means registration stickers and receipt paper needed for issuance of registration stickers.
 - v. The term "TxDMV" means the Texas Department of Motor Vehicles.

2. **Compliance.** If any law, rule, regulation, procedure, policy or requirement described in this Agreement is revised or amended after the date this Agreement becomes effective, the references to it in this Agreement shall be deemed to refer to the amended version. In performing the services of a limited service deputy under this Agreement, DENTON ISD shall comply with all of the requirements, terms and conditions set forth in this Agreement, and with all of the following:

- i. all provisions of Texas law, including but not limited to Title 43, Chapter 217 of the Texas Administrative Code and Title 7 of the Texas Transportation Code;
- ii. all rules, regulations, policies, procedures and other requirements of the Texas Department of Motor Vehicles and the Texas Comptroller of Public Accounts that are applicable to or associated with the performance of LSD Services;
- iii. All written procedures established by the DCTAC as well as any additional obligations or requirements imposed by the DCTAC beyond those set forth in the Texas Administrative Code and this Agreement, including but not limited to any pertaining to the requirements, methods and deadlines for reporting and accounting of registration renewals.

3. **LSD Services.** Subject to DENTON ISD's compliance with the terms and conditions set forth in this Agreement, the DCTAC shall deputize, as described herein and pursuant to the authority set forth in 43 TAC 217.164(a), (c) and (d), DENTON ISD to act as a limited service deputy for the limited purpose of providing registration renewal services for vehicles owned by DENTON ISD (the LSD Services). DCTAC's deputization of DENTON ISD under this Agreement shall consist of its deputization of DENTON ISD personnel as "Deputy Liaisons" under Section 4 herein. DENTON ISD acknowledges and agrees that all acts performed by such personnel as DENTON ISD's Deputy Liaisons under this Agreement shall be performed at the sole direction of and under the sole control and supervision of DENTON ISD and are the acts of DENTON ISD. DENTON shall permit no person other than a person deputized as a DENTON ISD Deputy Liaison as described in Section 4 herein to perform or to assist in the performance of the LSD Services. DENTON ISD shall not provide registration renewal services for any person, business or entity other than a person acting in his/her official capacity as an officer or employee of DENTON ISD to renew the vehicle registration of a vehicle owned by DENTON ISD.

DENTON ISD shall utilize a web-based application, herein referred to as "WebAgent," to process registration renewals for the vehicles owned by DENTON ISD. DENTON ISD agrees that it shall provide and maintain, at its own expense, all equipment necessary to process the vehicle registration renewals at its offices at 5080 Mills Road, Denton, Texas 76208.

4. **Deputies/Deputization.** In this Section 4:

- i. the term "Personnel" shall mean only officers or employees of DENTON ISD;
- ii. the term "deputized" shall mean deputized as a Deputy Liaison under this Section 4.

- 4.1** DENTON ISD shall not allow any person who is not an officer or employee of DENTON ISD to perform or assist in the performance LSD Services under this Agreement or to supervise or oversee said performance. DENTON ISD shall not permit any DENTON ISD officer or employee to process or to assist in any way with the processing of registration renewals under this Agreement or to supervise or oversee said processing unless the officer or employee has been deputized by the DCTAC as a Deputy Liaison as provided in this Section 4 and has met all the requirements for said deputization as provided in this Section 4.
- 4.2** Designation/Background Check/Approval for Training. The DENTON ISD Board shall designate one or more DENTON ISD Personnel to be approved and deputized by the DCTAC to act on DENTON ISD's behalf as Deputy Liaisons for DCTAC under this Agreement. For each person that DENTON ISD wishes to designate for approval and deputization as a DENTON ISD Deputy Liaison under this Agreement, DENTON ISD shall email DCTAC, at Dawn.Waye@dentoncounty.gov, a written designation request that identifies the person's full name, DENTON ISD title, date of birth, and Texas Driver's License number. Following receipt of such a request, DCTAC will notify DENTON ISD via email to HRDept@dentonisd.org, as to whether the designated person is approved for Pre-Deputization Training. Prior to Deputization, those approved must complete all Pre-Deputization Training.
- 4.3** Pre-Deputization Training. DCTAC shall determine what training must be completed prior to deputization. DENTON ISD is responsible for ensuring that DENTON ISD Personnel approved for Pre-Deputization Training under Section 4.2 complete all training required by DCTAC and obtain certification of such completion. DENTON ISD shall email DCTAC a copy of each completion certificate. DENTON ISD is responsible for and shall pay all fees and costs of training. DENTON ISD shall maintain all records of completed training for as long as this Agreement is in effect, and make such records available to DCTAC upon request.
- 4.4** Deputization. Following receipt of all required training completion certificate(s), DCTAC shall complete and execute the notarized written "Deputy Liaison Appointment" section of the DCTAC's deputization form, which form is attached herein as Exhibit A. The named person need not be present for the DCTAC to execute the Appointment section of the form. Upon completion of the Appointment section of the form, DCTAC shall make and send, to the email address listed in Section 4.2 herein, a copy of the form (with completed/executed Appointment section and Oath of Office Section to be completed) to DENTON ISD for completion. To complete the deputization, DENTON ISD must print the form on paper and arrange for the named DENTON ISD officer or employee to take, before a notary, the oath set forth in the Oath of Office section of the form and to complete/execute said form. Upon the named person's completion/execution of the notarized Oath of Office section, DENTON ISD shall make a copy of the fully completed form for its records and email a **copy to Motor.Vehicle@DentonCounty.gov and Dawn.Waye@DentonCounty.gov** DENTON ISD shall also deliver to DCTAC the fully completed paper form bearing the named person's original notarized Oath of Office.
- 4.6** Notice of Deputy Separation. In the event a deputized Deputy Liaison ceases to be an officer or employee of DENTON ISD or ceases to perform the services of a DENTON ISD Deputy Liaison under this Agreement, DENTON ISD shall notify the DCTAC, by email to Dawn.Waye@dentoncounty.gov, by close of business on the day the employment or

officer status ceases, or within four business hours on the following day if termination of employment occurs outside of business hours. To provide said notice, DENTON ISD shall use the NOTICE REGARDING STATUS OF LIMITED SERVICE DEPUTY EMPLOYEE form, which form is attached and incorporated herein as Exhibit B. Failure of DENTON ISD to provide the information required in this Section 4.6 shall constitute a breach of the obligations to be performed by DENTON ISD under this Agreement.

5. **Inventory.** DCTAC will supply Denton ISD with numbered registration stickers and receipt paper as needed for DENTON ISD to perform the LSD Services.
 - 5.1 **Use/Security.** DENTON ISD is fully responsible for the safekeeping and proper use and maintenance of all Inventory provided to it under this Agreement, and assumes full liability for any loss or misappropriation thereof. DENTON ISD shall exercise proper care and control to ensure that Inventory is kept at all times in a secure location at DENTON ISD's offices at 5080 Mills Road, Denton, Texas 76208 and is not lost, stolen, misused or damaged. DCTAC will deliver Inventory only to a DENTON ISD Deputy Liaison. DENTON ISD shall permit no person other than a DENTON ISD Deputy Liaison to receive, account for, or access the Inventory. DENTON shall use stickers in order of numerical sequence.
 - 5.2 **Inventory Audit.** All Inventory shall be subject to routine, as well as random, audits by the DCTAC. Should discrepancies be discovered during such an audit, DCTAC will notify DENTON ISD of such discrepancies, and DENTON ISD shall have no more than seven (7) calendar days to research and rectify the discrepancies. In the event that an audit, review or report of DENTON ISD discloses that any stickers or funds are missing or otherwise unaccounted for, DENTON ISD shall be required to pay DCTAC for such missing or unaccounted for stickers within ten (10) days of written notice of the deficiency.
 - 5.3 **Lost Inventory.** Any Inventory that is lost after delivery by DCTAC shall be reported in writing to the DCTAC within 24 hours of the discovery of the loss by any DENTON ISD personnel. DENTON ISD shall include in the notice a description of all lost items, including the sticker numbers of any lost stickers, and a notarized affidavit executed by a DENTON ISD officer describing the circumstances under which the items were lost or misplaced and by whom.
6. **Prescribed Fees and Taxes.** DENTON ISD shall charge, collect and remit to DCTAC all Prescribed Taxes and Fees for each registration renewal processed. DENTON ISD shall not charge or collect any additional fees of any kind.
 - 6.1 **Remission to DCTAC.** No later than 12:00 pm on Friday of each week, DENTON ISD shall remit in full all Prescribed Fees and Taxes from the previous week's transactions to the DCTAC. DENTON ISD shall remit such payments only by ACH to DCTAC's account.
 - 6.1.1 **Processing and Handling Fees.** DENTON ISD may retain \$1.00 of each Processing and Handling Fee charged/collected pursuant to 43 TAC § 217.183.
 - 6.1.2 A delay in weekly remittance to DCTAC is expected and permissible in the event of planned or unexpected Denton ISD closures. Remittance per 6.1 would commence when Denton ISD returns to regular operating hours.

7. **Processing/Reporting.** DENTON ISD shall process all registration renewals under this Agreement in accordance with applicable law and in compliance with all written policies and procedures of the DCTAC that pertain to registration renewal. DENTON ISD shall prepare a weekly report of all registration renewal transactions and related activities for the preceding week, which report shall be made on form to be provided by DCTAC and according to the written instructions of DCTAC, either now or hereafter promulgated. The report shall include the number of registration renewal transactions processed, the sticker series number of each issued sticker, and ACH verification of all fees due for such transactions. The report shall also include the number and sticker series numbers of any voided stickers voided and the number and sticker series numbers of any missing stickers. The report shall be delivered to the DCTAC on Tuesday of each week at no later than 12:00.
8. **Audit.** DENTON ISD's performance of LSD Services under this Agreement is subject to review and/or audit by the Denton County Tax Assessor-DCTAC or his/her Agent, the Denton County Auditor, the Texas Department of Motor Vehicles, Texas Department of Public Safety, or any Certified Public Accountant designated by any one or more of the same, at any time during normal business hours of DENTON ISD at its offices at 5080 Mills Road, Denton, Texas 76208. The cost of any such review or audit shall be borne by the DCTAC.
9. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, DENTON ISD AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND THE DALLAS COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LIABILITY OR LOSS, INCLUDING CLAIMS, DEMANDS, CAUSES OF ACTION, THAT MAY RESULT FROM THE ACTIONS, INACTIONS, WRONGFUL AND/OR NEGLIGENT CONDUCT OF DENTON OR ITS EMPLOYEES, OFFICERS OR AGENTS.**
10. **Termination for Breach.** Breach of any obligation of DENTON ISD under this Agreement shall constitute a breach of the entire Agreement and shall give the DCTAC the right to immediately terminate this agreement. The parties hereto agree that no breach by DENTON ISD shall be considered an insubstantial breach. Upon termination of this contract pursuant to this Section 10, the DCTAC shall notify DENTON ISD of the termination in writing, delivered in person to a DENTON ISD Deputy Liaison or mailed to DENTON ISD at the address set forth in this Agreement by certified mail, return receipt requested. If mailed, said notice shall be deemed received by DENTON ISD on the 3rd day after mailing. Within 24 hours after receipt of notice by DENTON ISD, DENTON ISD shall return all stickers, supplies, original documents, and fees owed to the DCTAC.
11. **Voluntary Termination.** Either party may hereto voluntarily terminate this agreement at any time upon 30 days written notice to the other party sent by certified mail, return receipt requested. On or before the effective date of the voluntary termination, DENTON ISD shall return to the DCTAC all outstanding accountable inventories, together with supplies and final report in a form to be promulgated in writing by the DCTAC.
12. **Term.** The term of this agreement shall commence following execution of this Agreement by both parties and shall continue in full force and effect until June 30, 2027. This agreement shall be automatically renewed for an additional one-year period at the discretion of the Denton County Commissioners Court but may be terminated by either party giving thirty (30) days written notice of intent to terminate to the other party in accordance with the terms in Section 11.

13. Governing Law/Venue. 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 Denton County, Texas.
14. Independent Contractor. DENTON ISD, including its employees, officers, owners, contractors or agents is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of DCTAC, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its employees, officers, owners, contractors or agents in conjunction with the performance of services under this Agreement. Nothing contained in this Agreement shall be construed to create or establish an agency, partnership, joint venture, joint enterprise, association, or employment relationship between the Parties.
15. No Third Party Beneficiaries. The Parties acknowledge and agree that no provision of this Agreement is intended to benefit any person or entity not a Party to this Agreement, nor will any person or entity that is not a Party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.
16. Assignment. This agreement shall not be assigned by DENTON ISD.
17. Entire Agreement. This agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded.
18. Amendment. This Agreement may be amended by only by a written amendment that is duly approved and executed by Denton ISD and by Denton County Commissioners Court. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.
19. Waiver. A failure or delay of either party to this Agreement to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, shall in no way be construed to be a waiver of such provision and shall not excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.
20. The representatives for COUNTY and DENTON ISD shall be as follows:

DENTON COUNTY: Dawn Waye
Denton County Tax Assessor-DCTAC
P.O. Box 90204
Denton, TX 76202-5204
940-349-3500
motor.vehicle@dentoncounty.com

DENTON ISD: Dr. Jeremy Thompson
Deputy Superintendent
DENTON ISD
1307 N. Locust
Denton, Texas 76201
(940) 369-0000
jthompson6@dentonisd.org

21. Signatory Warranty and Binding Effect. The County Judge or the presiding officer of Commissioners Court has the authority to execute this Agreement upon the Denton County Commissioners Court's approval of same. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force an effect.

Executed in triplicate originals this _____ day of _____, 20__.

COUNTY OF DENTON, TEXAS

DENTON ISD

Honorable Andy Eads
Denton County Judge

Dr. Jeremy Thompson
Deputy Superintendent

ATTEST:

Honorable Juli Luke
Denton County Clerk

Approved:

Dawn Waye
Denton County Tax Assessor-DCTAC

EXHIBIT A To Limited Service Deputy Agreement (2 pages)

DEPUTIZATION FORM

PART I. DEPUTY LIAISON APPOINTMENT

THE STATE OF TEXAS §

COUNTY OF DENTON §

I, DAWN WAYE, Tax Assessor-Collector of the County of Denton and State of Texas, having full confidence in _____ of said County and State, do hereby, with the consent of the Commissioners Court of Denton County, Texas, nominate and appoint him/her, the said _____, my true and lawful deputy, in my name, place and stead to do and perform, for the limited purposes set forth in 43 Texas Administrative Code § 217.163, all duties of the Office of Denton County Tax Assessor-Collector of said County and State, hereby ratifying and confirming such acts lawfully done in the premises by virtue hereof.

Witness my hand, this ____ day of _____, 20____.

DAWN WAYE
Tax Assessor-Collector of Denton County, Texas

THE STATE OF TEXAS §

COUNTY OF DENTON §

Before me, the undersigned authority, in and for Denton County, Texas, on this day personally appeared DAWN WAYE, known to me to be the person whose name is subscribed to the foregoing deputation and acknowledges to me that she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office at Denton, Texas this ____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY: _____
MY COMMISSION EXPIRES: _____

I, _____ furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office of employment, as a reward to secure my appointment or the confirmation thereof, So help me God.

Signature of Affiant

Sworn to and subscribed before me, this ____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY: _____
MY COMMISSION EXPIRES: _____

PART II. OATH OF OFFICE

I, _____ do solemnly swear (or affirm) that I will faithfully execute the duties of a Limited Service Deputy (43 Tex. Admin. Code § 217.164) of the State of Texas and will perform all duties, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

Signature of Affiant

Sworn to and subscribed before me, this ____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY: _____
MY COMMISSION EXPIRES: _____

EXHIBIT B to Limited Service Deputy Agreement

NOTICE REGARDING STATUS OF LIMITED SERVICE DEPUTY EMPLOYEE

**TO: The Honorable Dawn Waye
Denton County Tax Assessor-Collector**

Date: [Insert Date]

Limited Service Deputy Entity Name: DENTON ISD

(Print full name of present or former Denton ISD employee)

On behalf of Denton ISD, I hereby submit this NOTICE that:

(Check the applicable box and fill in the applicable date)

the person identified above is no longer employed with Denton ISD. The person separated from employment on _____.
(enter separation date)

the person identified above will no longer be employed by Denton ISD effective _____.
(enter effective date of separation)

Signature of authorized Denton ISD representative

Date

(Print name of authorized Denton ISD representative)

(Print title of authorized Denton ISD representative)

Accepted By: _____