

**MOTOR VEHICLE REGISTRATION RENEWAL AGREEMENT
KROGER TEXAS LP**

THIS AGREEMENT is entered on this 17th day of, December 2015, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas ("County"), Johnson County Tax Assessor-Collector (Tax Assessor-Collector) and Kroger Texas LP ("Merchant").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing the Merchant to issue motor vehicle registrations at its places of business listed on the attached Exhibit "A"

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. Tax Assessor-Collector agrees to deputize Kroger Texas LP as a limited service deputy as authorized in the Texas Administrative Code to perform TxDMV motor vehicle registration renewals at the Kroger Texas LP locations listed in Exhibit "A" only.
2. Merchant agrees to use TxDMV's applicable web based program to renew motor vehicle registrations for residents of Johnson County and follow the laws and rules pertaining to the renewal of vehicle registrations as established in the Texas Transportation Code and the Texas Administrative Code.
3. The parties agree that the Merchant may add a fee of up to one dollar (\$1.00) to each transaction involving a registration and properly reported under terms of this Agreement. Said fee is the only compensation Merchant will receive pursuant to this Agreement.
4. Tax Assessor-Collector shall supply the Merchant with inventory as needed for issuance. Under no circumstance will Merchant keep said inventory at any location other than the location to which said inventory assigned and listed in Exhibit "A".
5. Merchant will provide on a weekly basis to the Tax Assessor-Collector: (1) Any reprinted and or voided stickers or receipts (2) County copies of registration renewal notices (3) Subcontractor reports (4) Full payment of funds, and (5) Any other information as the Tax Assessor-Collector shall from time to time reasonably require.
6. Merchant shall designate employees in a hierarchy at each location to be in charge of operations who will oversee the receipt, maintenance and issuance of Stickers ("Designated Employees"). Prior to issuance of any Stickers, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Employees.

7. Merchant agrees, at Merchant's cost, to provide a bond payable to the Tax Assessor-Collector in the amount of \$10,000.00 Dollars for each location listed in Exhibit "A" for the purpose of securing performance of Merchant pursuant to this Agreement and specifically to secure the Tax Assessor-Collector against any loss or damage of inventory (sticker paper valued as though printed and sold as stickers), or funds which were received or should have been received by Merchant based on transactions reported or inventory (of sticker paper) depleted.

8. County agrees to not furnish any inventory to the Merchant other than directly to the Designated Employee. The Designated Employee will inventory supplies prior to accepting delivery. Merchant assumes full liability for the safekeeping of all inventory furnished by the Tax Assessor-Collector to the Designated Employee. Tax Assessor-Collector will notify Merchant in writing of any missing and unaccounted for inventory or cash shortages and Merchant shall have up to seven (7) days to research and rectify any discrepancies before payment is made. The Merchant agrees to pay for any missing funds payable or unaccounted for inventory.

9. Merchant may accept individual checks in payment of fees for the issuance of registrations, provided that checks are made payable to Merchant, that each check bears such information as may be required by Merchant, and provided, further, that Merchant assumes full responsibility for collection of all such checks. Merchant shall issue its own check to the Tax Assessor-Collector representing those checks and cash received by Merchant during the previous week. Failure by Merchant to pay Tax Assessor-Collector within seven (7) days the sums owed for registrations, whether in the form of cash or Merchant's check payable to Tax Assessor-Collector shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional inventory until all sums owed are paid.

10. Merchant shall prepare and have ready on each Monday at 12:00 o'clock noon the requirements set forth in items required by paragraph 5 along with a check or money order for the correct amount due for such sales. Merchant will mail by postage prepaid, certified mail, return receipt requested, or deliver to an employee of the Tax Assessor-Collector, the funds and items specified by Paragraph number 5 of this agreement. Said check or money order shall not include the one dollar (\$1.00) fee Merchant charges and collects for providing services of issuance of motor vehicle license registrations.

11. Merchant agrees to use the inventory in numerical sequence and to return all void forms and reports to the Tax Assessor-Collector in a timely fashion.

12. Merchant is subject to audit by the Tax Assessor-Collector at any time during normal business hours of the Merchant and at a mutually agreed upon location.

13. Merchant hereby agrees to indemnify and hold harmless County and the Tax Assessor-Collector from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Merchant or its agents, representatives or employees pursuant to the terms of this agreement.

14. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Merchant agrees to notify Tax Assessor-Collector for any change in the ownership or location of its places of business listed on the attached Exhibit "A" and of any change in the Designated Employees within three calendar days. Notice will be provided pursuant to Paragraph 17 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership, as well as an audit of inventory on hand.

16. Either party hereto may voluntarily terminate this Agreement at any time upon thirty (30) days prior written notice to the other party sent as provided in Section 17 hereof. Within seven (7) days after the date of termination, the Merchant shall return to County all outstanding inventory and payment of fees due.

17. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

JOHNSON COUNTY TAX ASSESSOR-COLLECTOR:

Scott Porter, Johnson County Tax Assessor-Collector
PO Box 75
Cleburne, Texas 76033

MERCHANT:

Kroger Texas LP
Attn: Cherri Blayney
19245 David Memorial Drive
Shenandoah, TX 77385

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

18. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. This agreement shall automatically renew for a one year period on January 1 of each successive year unless the agreement is terminated as set forth herein. This agreement may be terminated at any time by either party upon thirty (30) days prior written notice, as set forth in paragraph 17.

19. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

20. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

21. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or any other similar relationship between the parties. The Merchant acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

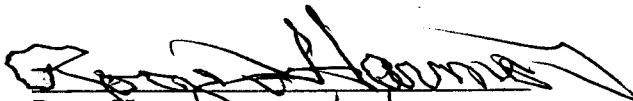
22. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written, for any and all locations listed on Exhibit "A".

23. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Merchant, County, and the Tax Assessor-Collector.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Johnson
State of Texas

Merchant:



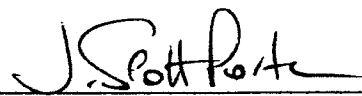
Roger Harmon 12/28/15
County Judge

By: 

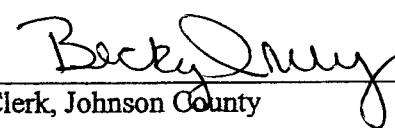
Signature

Kristin Krueger, CFO

Printed Name and Title



Scott Porter
Johnson County Tax Assessor-Collector

Attest:


County Clerk, Johnson County



EXHIBIT "A"

Kroger Texas LP
1631 SW Wilshire Blvd.
Burleson, TX 76028

Kroger Texas LP
1617 W. Henderson
Cleburne, TX 76033