MOTOR VEHICLE REGISTRATION, LICENSE VALIDATION STICKER SUBCONTRACTOR CONTRACT

This Agreement is made by and between WEBB COUNTY, a political subdivision of the State of Texas, on behalf of the Webb County Tax Assessor-Collector, hereinafter referred to as "County," and SAMES NISSAN LAREDO, hereinafter to as "Dealer."

WHEREAS, Dealer desires to act as an agent of the Webb County Tax Assessor-Collector in the issuance of motor vehicle license validation stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue license plates and validation stickers.

NOW, THEREFORE, the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Webb County and Dealer hereby agree as follows:

- 1. The County Tax Assessor-Collector shall supply the Dealer with an inventory of license plates and validation stickers and supplies as needed for issuance by the Dealer (collectively, the "inventory"), as well as instructions for their issuance; provided, however, that in no case shall the County issue to the Dealer any number of plates and/or stickers when such issuance will cause the Dealer's outstanding inventory of plates and/or stickers to exceed the amount authorized in numbered paragraph two (2) hereof. Dealer's inventory of license plates and stickers shall be maintained at 6324 Bob Bullock Laredo, Texas 78041.
- 2. In order to guarantee the faithful performance of the duties of the Dealer hereunder and to insure that all funds coming into the possession or control of the Dealer by virtue of this Agreement are paid over to the County, the Dealer agrees to post a surety bond in the amount of TWENTY THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$20,460.00) per sticker package and ONE HUNDRED SIXTY-FIVE DOLLARS (\$165.00) per set of license plates, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) motor sales tax per dealer, naming Webb County as oblige on said bond. If the Dealer elects to post a bond, said bond shall be continuous in form, and subject to termination only with Thirty (30) Days written notice to the Webb County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to Webb County. A copy of Dealer's Surety Bond and Bond Change Rider is attached as Exhibit "A" and is hereby incorporated into this Contract for all intensive purposes. Upon posting of said appropriate bond, or deposit, the Dealer shall be entitled to the issuance of not more than one (1) packages of stickers and sets of license plates pursuant to numbered paragraph one (1) hereof. In

- no event shall inventory in the possession of the Dealer exceed the amount of the surety bond or cash deposit.
- 3. The Dealer shall have any persons, designated by Dealer, who handles or in any way assists in the issuance of stickers and license plates for Dealer take an oath of deputation to be given by the Tax Assessor-Collector to serve as authorized agents for the issuance of license plates and stickers. The Dealer shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license plates and stickers until said officer, agent or employee has been deputized by the Tax Assessor-Collector for acting under the terms of this Contract, and until all Dealer personnel are trained in accordance with the Tax Assessor-Collector requirements, and follow all training programs required by the Tax Office before the issuance of said license plates and stickers.
- 4. The Dealer shall, in writing, designate one or more of its officers, agents, or employees, who has been deputized hereunder to serve as a receiving agent for the Dealer. The County agrees it will not furnish any stickers, license plates or supplies for the account of the Dealer other than directly to the Dealer's receiving agent. The Dealer assumes full liability for the safekeeping of all stickers, license plates and supplies furnished by the County to the Dealer's receiving agents.
- 5. Prior to receiving any stickers, license plates or supplies hereunder, Dealer shall, at its sole cost and expense, obtain and make operational all computer hardware and software, including the Texas Department of Transportation's Dealer Title Application Software, necessary to perform Dealer's duties hereunder, as directed by Webb County.
- 6. The Dealer shall collect the fees prescribed by the Webb County Tax Assessor-Collector for each sticker and set of license plates issued (including applicable road and bridge fees). Fees collected for the issuance of stickers and license plates by the Dealer shall not be commingled with any other funds in the possession of the Dealer. The Dealer shall, not less often than weekly, prepare and deliver to Webb County, on the day each week specified by Webb County, such reports as may be from time to time prescribed by Webb County, and in the format and content so prescribed by Webb County. Said reports shall include the quantity and series numbers of stickers and license plates issued by Dealer, and shall be accompanied by full payment for all such issued stickers and license plates, including applicable road and bridge fees in the form of a check drawn on Dealer's customary bank made payable to "Webb County Tax Assessor-Collector." Failure to promptly deliver reports and payments as provided in this paragraph shall be grounds for the immediate termination of this Agreement, in which event Dealer shall immediately return to Webb County all unissued stickers and license plates and any equipment leased to Dealer as mentioned in paragraph five (5) of this Agreement.

- 7. The Dealer shall in connection with its weekly report, remit such amounts in accordance with numbered paragraph 6 hereof. Dealer assumes full responsibility for collection of all fees for title registrations handled by Dealer hereunder.
- 8. The Dealer is subject to audit by the Webb County Tax Assessor-Collector, Webb County Auditor, the Texas Department of Highways and Public Transportation, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same to determine compliance with this Contract as well as laws and regulations of any governmental entity having jurisdiction of the subject matter of this Contract, at any time during normal business hours of the Dealer, at the place of business of the Dealer designated in this Agreement. The Dealer's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.
- 9. The Dealer shall deliver on a weekly basis to the Webb County Tax Assessor-Collector the license report as required by numbered paragraph six (6) hereof in the form as may from time to time be required by the Webb County Tax Assessor-Collector. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification.
- 10. The Dealer shall return all voided inventory (license stickers, license plates, Form 31) to the Webb County Tax Assessor-Collector on a timely basis.
- 11. Dealer shall, upon receiving a delivery of license stickers and license plates from the Webb County Tax Assessor-Collector, verify that the shipping invoice matches the stickers and license plates delivered before using any of the supplies. Any discrepancies must be reported in writing no later than 12:00 noon on the next business day to the Webb County Tax Assessor-Collector's Office.
- 12. Dealer shall use the license sticker packages and license plates in numerical sequence, and any fees or charges for missing license stickers or license plates which are not reported must be paid to County at the price calculated by the Webb County Tax Assessor-Collector.
- 13. License stickers and license plates will only be sold to persons acquiring new, previously untitled motor vehicles from Dealer.
- 14. Any changes in the ownership of Dealer must be immediately reported in writing to the Webb County Tax Assessor-Collector's office. Any such changes will automatically nullify this Agreement and a new Agreement must be executed by the new owner(s) in the new owner(s) desires to continue to act as a license agent. It will

also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

- 15. Dealer will provide access to the authorized representatives of the Webb County Tax Assessor-Collector's Office to the area where license stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers, license plates or supplies.
- 16. Dealer will verify proof of liability insurance and state inspection before selling a license sticker or license plate.
- 17. In order to serve as a license agent, Dealer agrees to abide by all rules, regulations, and requirements of the Webb County Tax Assessor-Collector, as may from time to time be amended.
- 18. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the other party. If the Agreement is terminated, the Dealer shall return to the County all outstanding inventories of license stickers and license plates together with supplies and payment for license stickers and license plates issued, and a final report within twenty-four (24) hours after the termination date. Dealer must also return all computer hardware and software leased through Webb County.
- 19. Breach of any obligation to be performed by the Dealer shall constitute a breach of the entire agreement and shall give Webb County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer shall be considered a substantial breach, and Dealer shall be notified by Webb County of such breach by certified mail, return receipt requested, and by facsimile transmission at the following number (956) 523-5050. Upon the receipt of notice (which shall be deemed to be three (3) days after mailing), Dealer shall have twenty-four (24) hours to return to Webb County all outstanding inventory of license stickers, license plates, supplies, payment for license plates and license stickers issued, all hardware and software mentioned under paragraph five (5) of this Agreement, and final reports.
- 20. In the event that any audit or report of the Dealer discloses that any license plates, license stickers, or funds are missing or otherwise unaccounted for, Webb County shall be entitled to collect on the bond or declare forfeited the cash deposit for payment and apply the proceeds there from against the actual damages incurred by Webb County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by Webb County for breach by Dealer and the Dealer fails to return all license stickers, license plates, supplies or funds within the time allowed in numbered paragraphs 19 or 20 hereof, Webb County shall be entitled to retain

proceeds of the bond or cash deposit as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

- 21. This Agreement shall commence on February 28,2022 through February 27,2025 but is effective upon receipt by the Webb County Tax Assessor-Collector of the bond or cash deposit herein referred to, and shall continue in full force and effect for set period of three (3) years, unless earlier terminated in accordance with the terms hereof.
- 22. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage paid, to the parties as follows:

Webb County:

Webb County Tax Assessor-Collector

P.O. Box 420128

Laredo, Texas 78042

Attn: Webb County Tax Assessor-Collector

Dealer:

SAMES NISSAN LAREDO

6001 San Dario Ave

Laredo, TX 78040

23. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Webb County Tax Assessor-Collector. No official, agent, or employee of Webb County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer.

EXECUTED THIS 25th DAY OF _ Opril__, 2022.

WEBB COUNTY, TEXAS

DEALER: SAMES NISSAN LAREDO.

WEBB COUNTY JUDGE

CONTROLLER

WEBB COUNTY TAX ASSESSOR-COLLECTOR

Agreement Between Webb County for Webb County Tax Assessor Collector and SAMES NISSAN LAREDO Subcontractor Contract

2021-2023

Page 5 of 6

ATTESTED: 5.0/5.

Hon, Margie Ramirez Ibacra.

Webb County Clerk

APPROVED AS TO FORM

Webb County Civil Legal Division Director
*By law, this office may only advise or approve contracts or legal

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On Gard 25 , 2022: Item No. 13f.

Effective Date: 2/28/2022 12:00 AM

AUTOMOBILE DEALER MOTOR VEHICLE REGISTRATION BOND

BOND NUMBER <u>E705658</u>	
THE STATE OF TEXAS	
COUNTY OF WEBB	
KNOWN ALL MEN BY THESE PRESENTS:	
Surety, are held and firmly bound unto Wash County Tax Assessed, Tax successors in office, in the full and just sum of Fifty Thous	as principal and <u>Great American Insurance Company</u> as Assessor Collector of the County of WEBB State of Texas, and to his sand — Dollars (\$ 50,000.00), lawful money of the our heirs, our executors, administrators, successors and assigns jointly,
Stickers, License Registration Receipts, Receipt for Title Applivers') from Webb County Tax Assessor, Tax Assessive Tifty Thousand — Dollars (\$ 50,000.00).	desires to pick up License Plates, License Renewal icalions/Registration/Motor Vehicle Tax, and Other supplies ("Motor ssor Collector of the County of WEBB valued at not exceeding at, if the above bounden Principal, Sames Nissan Laredo
will pay all taxes and fees for said Motor Vehicle supplies or deliv	rer said, unused and unissued, upon demand by said www.com, TurAncoon, sors in office, then this obligation shall be null and void; otherwise, to
This obligation may be canceled by said Surety by giving thirty (30 Webb County Tax Assessor, Tax Assessor Collector of the County liability under this bond thirty (30) days from receipt of said notice to	of WEBB; and the said Surety shall be relieved of any further
N WITNESS WHEROF, the said Principal has hereunto set his his build authorized Attorney-in-Fact this <u>28th</u> day of <u>February</u>	and and the said Surely has caused these presents to be executed by arry. 2022.
Great American Insurance Company SURETY	AUTHORIZED SIGNATURE OF PRINCIPAL
ATTORNEY-IN-FACT Matthew Patercsak	PRINTED NAME OF PRINCIPAL SIGNER
TAX ASSESSOR COLLECTOR WEBB COUNTY	TITLE OR POSITION OF SIGNER
WEDB COUNTY	Sames Nissan Laredo LEGAL NAME OF PRINCIPAL Principal Address:
	6001 San Dario Ave
	Laredo, TX 78040



Great American Insurance Company of New York Great American Alliance Insurance Company Great American Insurance Company

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104 Austin, TX 78714-9091 FAX: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address: Great American Insurance Company

P.O. Box 2119

Cincinnati, Ohio 45202

Physical Address: Great American Insurance Company

301 E. Fourth Street Cincinnati, Ohio 45202

You may also contact the Great American Insurance Company Claim office by:

Fax: 1-888-290-3706

Telephone: 1-513-369-5091

Email: bondclaims@gaic.com

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than One

Bond No. E705658

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on hehalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

Matthew Patercsak

Ally Detroit Center, 500 Woodward Ave., 14th Floor

\$50000---

Detroit, Mt 48226

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereonto affixed this day of February

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28th day of February , 2022 before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Sentor Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Hotary Public State of Ohlo My Comm. Expires

Susan a Lohoust May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of surelyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th

day of

February

2022



Assistant Secretary

☑ Great American Insurance Company

COMMERCIAL SURETY APPLICATION

GREATAMERICAN

BOND EXECUTED BY COMPANY INDICATED A	BOVE HEREAFTER	R REFERRED TO	AS THE SURETY		INSURANCE GROUP
SECTION 1: GENERAL INFORMATION					Commercial Surety
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APPLICANT'S NAME		·	······································	SS	#
BUSINESS NAME Sames Nissan	Laredo			PHONE	
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THE APPLICANT HEREBY AGREES:					
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the Undersigned, jointly and severally, agree as follunder the Bonds, or any continuation or renewal the and expenses whatever, which the Surety may susta defending any action which may be brought in connormal that the Surety shall have the right, and is hereby in the Surety shall have the right, and is hereby in the Surety including homestead, exempt from levy, sobligation to execute, renew or continue any bond, provision contained therein, or to procure its release may be sustained by the undersigned by reason of sending written notice to the Surety. Such notice soperate to modify, bar, or discharge the Undersigned shall be binding upon the Undersigned and each of administrators, successors and assigns, and shall be DATED THIS	ereof, or substitute to in or incur by reason ection therewith, in authorized, to investigate to dexecution, sale or control and shall have the from any bond untouch cancellation on hall be effective two as to the Bonds to the month of them whether signification of the bonds to the desired and the significant and the signifi	therefore; To inder nof executing the nof executing the notation a relectigate, adjust, se ischarge any claim other legal processe absolute right to der any law for the release; The University (20) days afti hat may have been gas applicant the Unders against the Unders of the second control of the second co	mnify the Surety against a Bonds, in making any in ase therefrom, and in er title or compromise any on on the Bonds; To wait sunder the law of any stocancel the Bonds, or are release of sureties, and dersigneds' obligations uter receipt of the notice nexecuted before the efort he bond or as indemnersigned.	all loss, liability, vestigation on actoring any of the claim, demand, sive, and here do tate or states; They of them, in all Surety is hereby nder this Agreen of termination, if fective date of ti	costs, damages, attorney's fee count thereof, in prosecuting of the agreements herein contained uit or judgment upon the Bonds as waive, all right to claim annat the Surety shall be under recordance with any cancellation released from any damage that the may only be terminated bout in no event shall such noticermination; That this Agreemen
WITNESS:		APPLICANT	; 		
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COMPANY ACKNOWLEDGEMENT*

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Chicago, IL 60677-3005

February 28, 2022

San Dario Ave lo, TX 78041-2900	Ally Detroit Center, 500 Woodward Ave., 14th Floor Detroit, MI 48226
	COMMERCIAL SURETY TRANSACTION INVOICE
BOND #:	E705658
DESCRIPTION:	All Other Texas License & Permit Bond (000)
OBLIGEE:	Webb County Tax Assessor Collector's Office 1110 Victoria St #107 Laredo, TX 78040
BOND AMOUNT:	\$50000
EFFECTIVE DATE:	February 28, 2022
EXPIRATION DATE:	February 27, 2023
BILLING METHOD: B=Agency Bill, C=Direct Bill-Credit Cord D=Direct Bill-Invoice/Check	B ,
PREMIUM DUE:	\$425,00

IF CREDIT CARD PAYMENT WAS MADE ONLINE (AS CONFIRMED BY THE BILLING METHOD SHOWN ABOVE), PLEASE PRINT THIS RECEIPT FOR YOUR RECORDS.

CREDIT CHARGES APPEAR ON STATEMENT AS "GREAT AMERICAN INSURAN 8008494357 OH"

Thank you for your business!

Detroit, MI 48226

1-800-729-4622