

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FIRST AMENDMENT TO FULL SERVICE DEPUTY CONTRACT BETWEEN HIDALGO COUNTY AND BRIDGEPOINT INSURANCE AGENCY & PERMIT CENTER LLC

This **FIRST AMENDMENT** to Contract is made this ____ day of _____, 2015 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **BRIDGEPOINT INSURANCE AGENCY & PERMIT CENTER LLC** (the "Full Service Deputy").

WHEREAS, County and Full Service Deputy executed that one certain contract for Full Service Deputy to act as an agent of the Tax Assessor-Collector of Hidalgo County pursuant to Texas Transportation Code Section 502.114 for vehicle registrations, registration renewals and title transfers (the "Contract");

NOW THEREFORE, for and in consideration of services by Full Service Deputy and other good and valuable consideration the receipt of which is hereby acknowledged, Full Service Deputy and County hereby mutually agree to the following Amendments to the Contract:

1. The following shall be added to the end of numbered paragraph 1 of the Contract:

The Full Service Deputy shall lease from County all receipt printing equipment and supplies, needed for issuance to the public by the Full Service Deputy of vehicle registration renewals and title transfers ("Point of Sale Workstation"). Such lease rental payments shall be for each Point of Sale Workstation so leased at the rate of \$1,500 for each such Point of Sale for each twelve (12) month period occurring during the term of this Contract. The first such rental payment shall be payable on execution of this the First Amendment. Subsequent yearly rental rates will be determined by actual cost to County as set forth by the Texas Department of Motor Vehicles. The Full Service Deputy further agrees to pay a onetime site fee of \$2,500 for each additional site other than the original site in this Contract. Such additional site(s), if any, shall be described on Exhibit A to the Contract.

2. The third and fourth sentences of numbered paragraph 2 shall be deleted in their entirety.
3. In the fourth sentence of numbered paragraph 2 the words "and delivering the irrevocable letter of credit" shall be deleted.
4. The following sentence shall be inserted at the second sentence of numbered paragraph 6 of the Contract:

The Full Service Deputy Contract may collect a processing fee in an amount not to exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code.

5. The first sentence of numbered paragraph 2 of the Contract shall be deleted in its entirety and the following shall be substituted in lieu thereof:

In order to guarantee the faithful performance of the duties of the Full Service Deputy hereunder and to insure that all funds coming into the possession or control of the Full Service Deputy by virtue of this Contract are paid over to the County, the Full Service Deputy agrees to post a surety bond naming the Hidalgo County Tax Assessor Collector as obligee or providing a cash deposit in the amount of One Hundred Thousand and no/100ths Dollars (\$100,000.00) in lieu thereof to guarantee payment of taxes and fees remitted to County by check by the Full Service Deputy.

6. The following sentence shall be added as the last sentence to numbered paragraph 2:

All leased Point of Sale Workstations in Full Service Deputy's custody shall be insured against fire, theft or any natural disaster in the minimum amount of Five Thousand and/ no 100ths (\$5,000.00) for each such Point of Sale Workstation naming the Hidalgo County Tax Assessor-Collector as an additional named insured. Certificates of insurance evidencing such coverage shall be provided to County upon execution of this Contract and on each renewal date of such insurance coverage.

7. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Full Service Deputy Contract ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

APPROVED BY:

Pablo (Paul) Villarreal, Jr., HIDALGO COUNTY TAX
ASSESSOR - COLLECTOR

COUNTY OF HIDALGO ON BEHALF OF THE TAX
ASSESSOR-COLLECTOR

Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr. County Clerk

FULL SERVICE DEPUTY:
BRIDGEPOINT INSURANCE AGENCY & PERMIT
CENTER LLC

By: _____
David R. Cantu, President

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A.

FULL SERVICE DEPUTY:

Location 1

BridgePoint Insurance Agency & Permit Center LLC
514 W. EXPRESSWAY 83
McAllen, TX 78501
(956) 683-9400

Location 2

“New Site”

BridgePoint Insurance Agency & Permit Center LLC
Conway Crossing II Shopping Center
1619 N. Conway
Mission, TX 78572