

TEXAS PARKS AND WILDLIFE DEPARTMENT COUNTY BOAT AGENT AGREEMENT

Texas Parks and Wildlife Department (TPWD), a state agency located at 4200 Smith School Road, Austin, Texas and Brazoria Tax Assessor-Collector (Agent), located at 451 N Velasco St Courthouse Annex W Rm 150, Angleton, TX 77515 enter into this Agent Agreement according to the following terms and conditions.

WHEREAS TPWD is authorized by law to issue vessel registrations, vessel and outboard motor titling and similar items to individuals and the Agent desires to act as an Agent for TPWD in issuing those items under the authority of Texas Parks and Wildlife Code Section 31.0341; and

WHEREAS, under the authority of Chapters 11 and 31 of the Texas Parks and Wildlife Code, TPWD issues vessel registrations, titles and renewals through the Boat Titling and Registration system (BTR);

THEREFORE, TPWD and Agent each for adequate consideration agree to the following:

1. **TERM:** This Agreement begins on the date of the last signature and ends August 31, 2030 or when funds are not appropriated by the Texas legislature to support the function of vessel registrations, vessel and outboard motor titling, and related items through TPWD. The Agreement may be extended for up to an additional sixty (60) month period. Any extensions shall be written with the same terms and conditions, plus any approved changes.
2. **DEFINITIONS:** For the purposes of this Agreement the following terms have the following meaning:
 - 2.1. *Account Notice* means: A notice available to the Agent, which can be printed the day following the end of the Sales Period, stating the total sales less the sales tax and commissions withheld by the Agent to show a total amount to be swept by TPWD on a certain date. (see Para. 3.1.7.3)
 - 2.2. *Account Notice Date* means: The date on which an Account Notice is available to the Agent.
 - 2.3. *Agent* means: The Tax Assessor-Collector entering into an agreement with TPWD to issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD.
 - 2.4. *Compliance* means: Adherence to state and federal law and to TPWD rules, processes, policies or procedures. Compliance may be measured in terms of percent or in terms of raw counts.
 - 2.5. *Day of Sales* means: The time period that encompasses all sales that have occurred from when the Agent's office opens in the morning to the time the Agent's office closes. Total sales will be calculated based upon those transactions that occurred during the day, beginning at 12:01 a.m. and will include any transaction conducted that day up to 12:00 a.m. (midnight).
 - 2.6. *Funds* means: All money received by the Agent for issuing TPWD items, regardless of the form or method of payment, except for Agent's commission and boat sales and use taxes collected.
 - 2.7. *Inventory* means: Registration decals and ID card stock paper assigned to each county office issued from TPWD Headquarters.
 - 2.8. *Other Funds* means: Funds due TPWD as repayment for mistakes and overages as set out in Para. 3.1 and Para. 3.3, and damaged and lost inventory as set out in Para. 3.5.
 - 2.9. *Sales Period* means: The seven (7) calendar day period of sales prior to the Account Notice Date.
 - 2.10. *Scheduled Sweep Date* means: The regularly scheduled day of the week in which funds are electronically withdrawn from the Agent account and deposited to TPWD. Whenever the Scheduled Sweep Date falls on a U.S. Federal Reserve holiday, the Scheduled Sweep Date shall be the next business day after the holiday.
3. **RESPONSIBILITIES OF THE AGENT:** Agent shall issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD to individuals at each Agent location set out in Schedule 1.
 - 3.1. *Fee Collection and Remittance:* Agent shall:

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- 3.1.1. Collect from each customer only the fee for each item as established by law or TPWD regulation. Agent understands that such fees may be changed by TPWD and that all changes will be communicated to the Agent and incorporated into BTR.
- 3.1.2. Each Agent office must have established and implemented internal control procedures in accordance with Generally Accepted Accounting Principles, which function to prevent internal or external fraud and theft from occurring in relation to inventory control; protect confidential customer identification and credit card information; and ensure accuracy of the funds collected and remitted. Periodic audits shall be established as part of this function in order to ensure an ongoing monitoring process.
- 3.1.3. Acknowledge that it is a material breach for Agent to charge a customer an amount greater than that authorized by this Agreement. Upon receiving a customer complaint that Agent charged the customer more than authorized under this Agreement, TPWD will investigate the complaint. If TPWD determines that such complaint is valid, the Agent will be required to return the overage to the customer and TPWD may terminate this Agreement.
- 3.1.4. Accept payment from customers in the form of cash, check, debit card, or credit card for purchase of any item sold under this Agreement, except when Agent does not accept one of the above payment methods in its usual course of business. Agent is responsible for all charges or losses related to acceptance of any such form of payment.
- 3.1.5. Electronic Funds Transfer Account:
 - 3.1.5.1. Agent shall establish an account with a financial institution with the capability to transfer funds electronically in a manner that is acceptable to the State Comptroller for the deposit of all Funds received under this Agreement and for the deposit of all Other Funds due TPWD. Agent shall furnish to TPWD, at least ten (10) business days prior to the beginning date of this Agreement, all information pertaining to Agent's account as set out in Schedule 2. Agent shall provide TPWD with two (2) weeks prior notice of changes to the account. If changing accounts, Agent shall continue to fund the prior account for Scheduled Sweeps until the new account transfer is confirmed by TPWD.
 - 3.1.5.2. Agent authorizes TPWD to make automatic, periodic withdrawals from or deposits to the Agent's designated bank account listed in Schedule 2. Agent understands that withdrawals, deposits and/or adjustments will be electronically made in accordance with this Agreement and that all such transactions are governed by the rules and regulations of the National and Local Automated Clearing House (ACH) Associations and Texas Law.
 - 3.1.5.3. Agent agrees to authorize the financial institution to charge or credit withdrawals and deposits to the account as indicated on the Account Notice made available to Agent by TPWD and to adjust entries to correct errors and to collect additional charges, as authorized under this Agreement.
- 3.1.6. Scheduled Sweeps:
 - 3.1.6.1. The Funds due to TPWD shall be remitted according to the schedule set out in Schedule 2. Agent understands and acknowledges that it holds all Funds in trust for TPWD.
 - 3.1.6.2. The date of the electronic sweep will be indicated on the Account Notice and will be available to the Agent two (2) business days prior to the Scheduled Sweep Date. The Account Notice will list the total sales minus the commission and sales tax and indicate the amount to be swept by TPWD. The Agent Activity Report will reflect order reference numbers for transactions listed by day during the Sales Period. Agent shall ensure that funds are available on or before each Scheduled Sweep Date.

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3.1.7. Insufficient Funds:

- 3.1.7.1. Agent shall provide the amount of funds due TPWD set out in the Account Notice, making the funds available for the account transfer on the Scheduled Sweep Date set out in Schedule 1 unless otherwise directed in writing by TPWD. Agent acknowledges and agrees that is a material breach of this Agreement to have insufficient funds in the account available for transfer on Scheduled Sweep Dates.
- 3.1.7.2. If Agent does not have sufficient funds in an account for transfer on a Scheduled Date, TPWD may immediately terminate Agent's ability to issue items through the system or other methods. TPWD may also require Agent to pay the funds by cashier's check, money order, or other payment method.

3.2. BTR System Support:

- 3.2.1. If the Agent requires assistance with vessel or outboard motor processing issues, such as void authorizations, fees, supporting documentation, or business rule overrides, or any other related questions, Agent should contact the TPWD Boat Section Field Liaison phone bank at (512) 389-4393 or (512) 389-8090.
- 3.2.2. If the Agent has trouble with the printer or the network connection, Agent should contact the Texas Department of Motor Vehicles (TxDMV) at (512) 465-4010.
- 3.2.3. If the Agent has computer operating issues and problems related to system functionality provided through TPWD, Agent should contact the TPWD Help Desk at (512) 389-4357.

3.3. Voids:

- 3.3.1. In the normal issuance of vessel registrations, vessel and outboard motor titling and similar items, errors may occur due to clerical errors, mechanical errors (e.g. printer problems), a transaction involving the wrong item or failure of the buyer to communicate current information on address, or other ownership transaction related problems.
- 3.3.2. The Agent may void the transaction with an authorization code issued by an authorized Agent supervisor or acquired from TPWD Headquarters. Voided transactions must meet the following criteria:
 - 3.3.2.1. The void must occur on the same day the transaction was processed;
 - 3.3.2.2. The void must be processed at the originating office location;
 - 3.3.2.3. The transaction to be voided must be the last transaction processed for the specific asset (TX numbered item);
 - 3.3.2.4. The same employee that entered the transaction in error must also void the transaction. If the employee is unavailable, a supervisor may void the transaction for that employee;
 - 3.3.2.5. The employee must return the original form of payment to the customer;
 - 3.3.2.6. The employee must collect all titles, decals and other items related to the transaction processed in error; and
 - 3.3.2.7. The Agent employee and Agent supervisor must complete the required void form.

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- 3.3.3. Voided transactions and supporting documentation shall be submitted with the Agent's normal processing office paperwork for mailing and subsequent imaging to TPWD Headquarters as instructed by the TPWD Document Packaging and Processing Procedures which are located within the BTR User's Manual.
 - 3.3.4. Voids that do not meet the criteria established in Para. 3.3.2 must be submitted to TPWD Headquarters for the void to be processed and completed. Voids that are completed by TPWD Headquarters on behalf of the Agent and that require money to be refunded will either be credited to the Agent through the Account Notice or refunded via warrant directly to the Agent. **Agents are responsible for refunding money to customers.** Agents should refer all customer questions for the voided transactions submitted to TPWD Headquarters to (512) 389-4393 or (512) 389-8090.
 - 3.3.5. All Agents submitting requests for TPWD Headquarters voids are required to mail (or hand deliver) all documents pertaining to voided transactions to TPWD with all required documentation. All inventory related to these voided transactions must be attached to the Void Request Form and signed by the Agent's employee and Agent's supervisor when submitted to TPWD. Unless inventory is returned or an affidavit of loss signed by the customer is provided with the Void Request Form, the Agent will be charged the cost established by TPWD in Para. 3.5.4.
- 3.4. Agent Compliance with TPWD Processing Requirements:
- 3.4.1. As each Agent enters transactions, they will be instantly updating the state system of record for boats and outboard motors. Due to this feature, accurate compliance with TPWD regulations is key in recording and protecting individuals' ownership of these assets. In order to ensure accurate information, TPWD Headquarters Boat Titling and Registration Section staff may conduct post audits of transactions processed by each Agent and produce a compliance audit report as resources allow, listing the number of transactions reviewed and the number of non-compliance items found for all offices, inclusive of TPWD locations. If an Agent's non-compliance continues for a six-month period, TPWD may request a plan in writing from the Agent as to how it will correct the noted errors. If the non-compliance continues after the plan is put into place, TPWD reserves the right to suspend processing privileges to title or register vessels and outboard motors.
 - 3.4.2. Full compliance means adherence to the following standards:
 - 3.4.2.1. Compliance with all state and federal laws pertaining to the registration of vessels, the titling of vessels and outboard motors, ownership of vessels and outboard motors, and the collection of associated fees and taxes as outlined under the Texas Water Safety Act, Chapter 31 of the Texas Parks and Wildlife Code; Title 31 of the Texas Administrative Code, Part 2, Chapter 53; the Texas Tax Code, Chapter 160; and the Texas Property Code, Chapters 59 and 70.
 - 3.4.2.2. Processing transactions in accordance with instructions for general processing from the "Basics to Boat/Motor Transactions" training manual, the "Requirements for Specific Transactions" matrices, the "Non-Recorded Small Boats and Outboard Motors" matrix, the "BTR User's Manual", and other resource documentation and training aids issued by TPWD Headquarters.
 - 3.4.2.3. Accurate tracking and control of inventory issued by TPWD.
 - 3.4.2.4. Issue items only in the form prescribed by or furnished by TPWD.
 - 3.4.2.5. Obtaining and submitting all supporting documentation required for each transaction as stated in the matrix requirements supplied by TPWD. All "Requirements for Specific Transactions" matrices are available on the TPWD website at: <https://tpwd.texas.gov/regulations/outdoor-annual/boating/boating-references-tools-forms>

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Transactions should not be completed unless the required documentation is obtained. Each Agent office conducting transactions on behalf of TPWD shall submit to TPWD:

- Required documentation completed in full as described under the matrices;
- Completed Application form PWD 143, PWD 144, PWD 143M, PWD 144M, PWD 231, PWD 309A, PWD 309B, PWD 309C, PWD 310A, PWD 312, PWD 314, PWD 403, PWD 504, PWD 581, PWD 738, PWD 763, PWD 778, PWD 790, PWD 1055, PWD 1056, PWD 1084, PWD 1175, PWD 1208, PWD 1238, PWD 1340, or PWD 1434, as applicable, with all required information and original signatures;
- Original manufacturer's Statement of Origin (MSO), Builder Certificates, titles or out-of-state or federal documentation, when required, with original signatures from the owner of record or lawful representative;
- Signed bill of sale, invoice, statement of gift, or tax affidavit from the seller. It must list the date of sale, the sales price of each item (vessel, outboard motor, related accessories), a description of the item (make, TX number or serial number and year built), purchaser's name and seller's signature or signature of lawful representative;
- Lien Release in the acceptable format as outlined in the matrix requirements;
- Original or unaltered copies of any required legal documentation; and
- Required notary signature on forms with notary requirement.

No exception to the required documentation shall be made unless approved through the TPWD Headquarters staff. All exceptions must be thoroughly documented, explained in writing on the submitted paperwork, and signed and dated by the Agent's staff, noting the name of the TPWD Headquarters staff who approved the alternative process.

3.4.3. Ownership transactions that do not have the appropriate supporting documentation may be voided by TPWD. Examples of transactions that may be voided include, but are not limited to:

- Transfer of ownership without a Texas title;
- Transfer of ownership with no out-of-state title or registration provided (registration information is required for non-titling states);
- Transfer of ownership with partial or no title assignment;
- Transfer of ownership with no release of lien when a lien is listed on record;
- Transfer of ownership with no signature of seller;
- Title issuance with no Manufacturer Statement of Origin (MSO) or Builders Certificate or inaccuracies on MSO assignment on a new vessel or outboard motor;
- Transfer of ownership with no supporting documents supporting the authority to sell on behalf of the deceased owner, including an heirship affidavit, letters of testamentary, court order, trust, power of attorney, etc.;
- Transfers with obvious forgery or alteration on any part of the transaction;

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- Transactions that transferred the wrong vessel or outboard motor;
 - Transactions that have no serial number (Hull Identification Number/Motor Identification Number) on record (does not apply to registration of a USCG documented vessel);
 - Transfer of ownership with an invalid marine dealer licensee number;
 - No bill of sale, invoice, statement of gift, or tax affidavit signed by the seller;
 - Right of Survivorship form completed after owner of record is deceased;
 - Use of Power of Attorney after the owner of record is deceased; or
 - Fraudulent and/or false entry of customer information.
- 3.4.4. All transaction paperwork, titles, decals and registration cards required for processing transactions must be batched and submitted to TPWD Headquarters weekly. This paperwork shall be received not later than the following Friday of the next business week. Delays in the submission of the associated documentation may result in the delay of titles and other items that are fulfilled by TPWD Headquarters. Each Agent shall submit paperwork in accordance with the TPWD Document Packaging and Processing Procedures stated within the BTR User's Manual.

3.5. Inventory:

- 3.5.1. The Agent offices will be issued registration decal inventory and ID card stock to be used for all registration transactions. The Agent shall be responsible for maintaining an inventory record of the registration decals as they are issued by reconciling each decal against the Decal Distribution Log Report, which is available in BTR, and accounting for any discrepancies.
- 3.5.2. The Agent shall accept inventory mailed to the Agent by confirming receipt of the assigned inventory in BTR. The Agent is responsible for verifying the accuracy of the inventory by comparing the physical inventory received to the TPWD Decal Consignment Confirmation Form received with the inventory shipment. The form will ensure that: (a) the Agent received the proper inventory requested; (b) the inventory sent corresponds to the inventory listed on the Decal Consignment Confirmation Form; and (c) the Agent receives instructions about how to confirm receipt of the inventory in BTR and who to notify in the event of any discrepancies. The Agent must confirm receipt of the inventory in BTR or notify the TPWD Boat Section Field Liaison phone bank in the event of any discrepancies, within seven (7) calendar days of inventory delivery. The inventory will not be available for use until its receipt is confirmed in BTR. Unused inventory must be accounted for and returned when no longer valid for use.
- 3.5.3. Registration decals that are voided must be attached to the Void Request Form and sent in with all other transaction paperwork.
- 3.5.4. The Agent is responsible for assigned inventory consisting of registration decals and ID card stock paper. If the Agent cannot account for assigned inventory, the Agent shall be responsible for remitting the value of the lost inventory at a rate of \$53 per piece of inventory. TPWD will not ship additional inventory until payment for lost inventory is received.
- 3.5.5. TPWD will monitor Agent's lost inventory payments and, after two such instances, TPWD will require Agent to provide a reason for the repeat circumstances and a corrective action plan to ensure no further instances of lost inventory. If not satisfied with the corrective action plan, TPWD reserves the right to suspend the Agent from acting on behalf of TPWD.

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- 3.5.6. Agent shall receive applications, forms and other documents from TPWD in order to complete transactions. These documents are considered supplies, not assigned inventory, in that they have minimal monetary value. All forms can be printed from the agency web site at: <http://tpwd.texas.gov/fishboat/boat/forms/>
- 3.5.7. Additional supplies can be requested by calling (512) 389-4479 or emailing BoatSupplies@tpwd.texas.gov. Additional decal inventory can be requested by submitting a request in writing to the TPWD Boat Section Field Liaison phone bank either by fax at (512) 389-8323 or by email to BoatSupplies@tpwd.texas.gov. Requests should include the requestor's name and Agent Location, the quantity and expiration year of the decal inventory requested, and a contact phone number.
- 3.6. Staff: The Agent shall:
- 3.6.1. Maintain staff that is adequately trained in the maintenance and use of the BTR application. Agent shall ensure that all staff that works with the public has a general knowledge of the services available and general knowledge of laws and regulations that apply to each service as listed under the "Basics to Boat/Motor Transactions" training document, the "Requirements for Specific Transactions" and "Non-Recorded Small Boats and Motors" matrices, and other resource documentation and training aids issued by TPWD Headquarters.
- 3.6.2. Not release information regarding a boat or outboard motor with a status of "Stolen." Each Agent office shall contact TPWD to verify that the status is valid and notify their County, City or TPWD law enforcement to provide information for recovery of the stolen asset. This notification will not apply to situations where an insurance company is transferring ownership due to the payment of a customer's theft claim.
- 3.6.3. Submit a BTR Log-in Request Form (PWD 0057B) if any Agent has a change regarding a current user of the system. This form must be signed by the Agent representative. User changes include termination of employees, addition of employees or a change in an employee's duties related to the system. User logins will not be shared or transferred from one employee to another.
- 3.6.4. Notify TPWD Boat Section Field Liaison at (512) 389-4393 or (512) 389-8090 of any change in staff, office supervisor, business or mailing address, contact email address, or phone number.
- 3.6.5. Request any changes for user's roles at least two (2) days in advance of the needed change.
- 3.7. Sales Commission: Agent will be paid a 10% (ten percent) commission, or any other amount as established by the Texas Legislature, on TPWD fees for sales made by the Agent as stated under the Texas Parks and Wildlife Code, Chapter 31, Sections 31.0341(b) and 31.048(b).
- 3.8. System Configuration and Use: The Agent shall:
- 3.8.1. Obtain prior written consent of TPWD prior to disposing, lending or otherwise transferring possession of materials (including inventory items) or supplies furnished under this Agreement to a party other than the Agent's satellite office locations.
- 3.8.2. Contract with TxDMV to support the internet connections and printers necessary to conduct TPWD-related transactions.
- 3.8.3. Maintain appropriate inventory of ID card stock paper, applications, forms and decals based upon sales volume. In order to responsibly budget resource expenditures, TPWD may limit the quantities of supplies based on the number of transactions processed by each Agent.

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- 3.8.4. Notify TPWD immediately if any unauthorized user obtains access to the system. Until TPWD receives such notification, the Agent understands and agrees that the Agent shall continue to be responsible for payment for all transactions that are processed through the Agent's users.

3.9. Recordkeeping: The Agent shall:

- 3.9.1. Allow employees or representatives of TPWD or the Texas State Auditor's Office access to Agent's records related to this Agreement during normal business hours. After prior notice and/or upon request by TPWD, Agent shall mail requested records to TPWD at 4200 Smith School Road, Austin, Texas, 78744. Further, Agent will allow TPWD and/or the Texas State Auditor's Office access to its records for at least three (3) years following termination of this Agreement. Failure of Agent to allow access to or provide records as required under this Agreement is a material breach.
- 3.9.2. Comply with the Texas Sales Tax remittance requirements as outlined in the Texas Tax Code and Chapter 31 of the Texas Parks and Wildlife Code.

3.10. Other Requirements: The Agent shall:

- 3.10.1. Not accept customer's remittances for transactions if the system is unavailable.
- 3.10.2. Furnish to TPWD, without undue delay, all information reasonably necessary to fulfill any requirement of this Agreement.
- 3.10.3. Allow authorized employees or representatives of TPWD access to Agent's premises during normal hours of business.
- 3.10.4. Be responsible for its actions and those of its employees, officers, or agents and, to the extent permitted by law, indemnify and hold TPWD harmless from any claim or legal action, resulting damages, costs and expenses that may be incurred by TPWD as a result of direct or indirect actions of the Agent, its employees, officers, or agents.**
- 3.10.5. Disclose any and all known or suspected conflicts of interest or potential conflict of interest related to TPWD employees or TPWD Commissioners that may be involved, either directly or indirectly, in any aspect of Agent's issuance of items under this Agreement.
- 3.10.6. Implement and follow all rules and procedures provided in writing to Agent or available in BTR or from TPWD's web site.

4. **TPWD RESPONSIBILITIES:** TPWD will:

- 4.1. Designate a contact person to coordinate and to help resolve any issues between TPWD and Agent expeditiously and fairly. TPWD will provide training aids for Agent and Agent's employees.
- 4.2. Maintain a help desk to provide assistance to Agent.
- 4.3. Provide Account Notices prior to sweeping funds from Agent's account(s) and daily activity reports.
- 4.4. Provide supplies and materials needed to perform duties under this Agreement such as ID card stock paper, applications, decals, void request forms and other related forms.

5. **OTHER TERMS AND CONDITIONS:**

- 5.1. **CONFIDENTIALITY AND SECURITY:** Any information the AGENT compiles or creates as a result of the Agreement must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The AGENT shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state

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laws, rules, and regulations. The obligations of the AGENT under this Confidentiality and Security Article shall survive this Agreement.

- 5.2. **CHANGE IN FEDERAL OR STATE REQUIREMENTS:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TPWD or the AGENT cannot reasonably fulfill the Agreement and if the Parties cannot agree to an amendment that would enable substantial continuation of the Agreement, the Parties shall be discharged from any further obligations under the Agreement.
- 5.3. **APPLICABLE LAWS AND CONFORMING AMENDMENTS:** AGENT must comply with all laws, regulations, requirements and guidelines applicable to an AGENT providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. TPWD reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for TPWD or AGENT's compliance with all applicable State and federal laws, and regulations.
- 5.4. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.
- 5.5. **FORCE MAJEURE:** Neither of the parties shall be considered in default of their obligations hereunder (except the payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, failure or delay of transportation, or such other causes as are beyond such party's control. The burden of proof for the need of such relief shall rest upon the Agent. To obtain release based on force majeure, Agent shall file a written request with TPWD and receive written approval.
- 5.6. **WAIVERS:** Agent understands that the terms of this Agreement are subject to change upon prior notice by TPWD. The Parties agree that any waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent or prior breach.
- 5.7. **ASSIGNMENT:** Agent may not transfer or assign any part or the whole of this Agreement without prior written consent of TPWD. This does not apply to a change of County Tax Assessor/Collector.
- 5.8. **DISPUTES:** The parties shall attempt to resolve all disputes arising from this Agreement but to the extent that it is applicable and not preempted by other law, those disputes not resolved shall follow the dispute resolution process provided for in Texas Government Code, Chapter 2260.
- 5.9. **SPECIAL CONDITIONS:** TPWD may cancel this Agreement without penalty if subsequent law necessitates cancellation. Nothing in this Agreement is intended to waive any sovereign or governmental immunity to which TPWD is entitled under law.
6. **TERMINATION:** Either party may terminate this Agreement with a minimum of thirty (30) calendar day's written notice. TPWD may terminate this Agreement without notice immediately following a material breach by Agent. Upon termination of this Agreement the Agent shall:
 - 6.1. Remit all monies due to TPWD, no later than the next regularly Scheduled Sweep Date following the date of termination;
 - 6.2. Submit all processed transaction documentation according to established schedule or prior to closeout;
 - 6.3. Provide a listing of all employees with electronic access for deactivation; and
 - 6.4. Return all unused TPWD inventory and work with TPWD to reconcile any allocation discrepancies.
7. **RIGHT TO AUDIT:** Agent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD, or any successor agency to conduct an audit or investigation in connection with those funds. Agent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested.

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8. **NOTICES:** All notices given by any party or required under this Agreement shall be in writing and addressed and delivered to the relevant party or parties at the following locations:

For TPWD:
Texas Parks and Wildlife Department
Boat Titling and Registration Section
Attention: Julie Aronow, Manager
4200 Smith School Road
Austin, Texas 78744

For AGENT:
Brazoria County
Attention: Kristin Bulanek
451 N Velasco St Courthouse Annex W Rm 150, Angleton, TX 77515

9. **COMPLETE AGREEMENT:** This Agreement and the attached Schedules 1 and 2 represent the complete Agreement and understanding of the parties with respect to the subject matter herein, and supersede any other understanding, written or oral. This Agreement may be amended by written agreement of both Parties, which will be attached to the original agreement. All such amendments are subject to the terms and conditions of this Agreement not specifically amended thereby.
10. **AUTHORITY TO BIND:** The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement and that they have authority to bind the entity on whose behalf they execute this Agreement.
11. **SIGNATURE AND DELIVERY INSTRUCTIONS:** Agent shall sign this page and send to TPWD. Upon signature of TPWD's representative, a copy of the completed agreement will be made and sent back to Agent for its records. If original signatures are desired for Agent's copy, Agent shall obtain signatures on two identical agreements and, upon receipt, TPWD's representative will sign both and return the second back to Agent.
12. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** By entering into this Agreement, the Agent certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
- 1) All persons employed to perform duties within Texas, during the term of the Agreement; and
 - 2) All persons (including subcontractors) assigned by the Agent to perform work pursuant to the Agreement, within the United States of America.

The Agent shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Agent, and Agent's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Agent may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

County Agent

Title: _____

Date: _____

Texas Parks and Wildlife Department

Title: Contract Program Manager

Date: _____

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County Agent

Title: _____

Date: _____

County Agent

Title: _____

Date: _____

**TEXAS PARKS AND WILDLIFE DEPARTMENT
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Schedule 1
Brazoria County Office Information

MAIN OR PRIMARY OFFICE:

1. County Office Name: _____
 2. Federal Employer's Identification Number: _____
 3. Bank Account Type ☐ Checking or ☐ Savings
 4. Routing/Transit Number: _____
 5. Account Number: _____
 6. Mailing Address: _____
City, State, Zip: _____
 7. Physical Address: _____ Or ☐ Check if same as mailing address
City, State, Zip: _____
 8. Office Contact Information:
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Email Address: _____
-

SATELLITE OR SUB-OFFICE:

1. Office Name: _____
2. Federal Employer's Identification Number: _____ Or ☐ Check if same as main office
3. Bank Account Type ☐ Checking or ☐ Savings
4. Routing/ Transit Number: _____ Or ☐ Check if same as main office
5. Account Number: _____ Or ☐ Check if same as main office
6. Mailing Address: _____
City, State, Zip: _____
7. Physical Address: _____ Or ☐ Check if same as mailing address
City, State, Zip: _____
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Email Address: _____

**TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT**

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: _____
 2. Federal Employer's Identification Number: _____ Or ☐ Check if same as main office
 3. Bank Account Type ☐ Checking or ☐ Savings
 4. Routing/ Transit Number: _____ Or ☐ Check if same as main office
 5. Account Number: _____ Or ☐ Check if same as main office
 6. Mailing Address: _____
City, State, Zip: _____
 7. Physical Address: _____ Or ☐ Check if same as mailing address
City, State, Zip: _____
 8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Email Address: _____
-

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: _____
2. Federal Employer's Identification Number: _____ Or ☐ Check if same as main office
3. Bank Account Type ☐ Checking or ☐ Savings
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City, State, Zip: _____
7. Physical Address: _____ Or ☐ Check if same as mailing address
City, State, Zip: _____
8. Office Contact Information (need separate contact names for each office location):
 - Office Manager's Name: _____
 - Telephone Number: _____
 - Email Address: _____

COPY AND PROVIDE ADDITIONAL SHEETS IF NEEDED FOR ADDITIONAL LOCATION(S).

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 2

Schedule for Sweeping Revenue

Between TPWD and Brazoria County Tax Assessor-Collector (Agent)

1. Scheduled Sweeps:

- 1.1. Account Notice Date will occur on Monday each week. The Scheduled Sweep Date (Wednesday) shall occur two (2) business days after the Account Notice (Monday). Whenever the scheduled sweep date falls on a U.S. Federal Reserve holiday, the scheduled sweep date will be the next business day after the holiday. (See Scheduled Sweeps, Para. 3.1.8).
- 1.2. The Account Notice will encompass one Sales Period and include the sales made during each Day of Sales that the office was conducting business. The Sales Period begins on Monday and ends on Sunday.
- 1.3. Offices with substations that deposit funds into the same bank account can generate an Agent Activity Report and Account Notice for each office. A combined Agent Activity Report and Account Notice will be available which shows the combined totals for all offices with the same bank account.