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20 AUG 27 PM 2:06

Hon. Leward J. LaFleur

Commissioner J. R. Ashley
Commissioner Glenn Dorough

Marion County Judge

Commissioner Joe McKnight
Commissioner C. W. Treadwell


Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 31st August, 2020 at 9:00 a.m. in the County Courthouse Annex, District Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. **Consent agenda:**
 - a. Consider approval of minutes - August 10, 2020, August 12, 2020
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. Consider approval of bonds: Amy Montana Hitchcock, Deputy District Clerk
 - e. Enter into minutes CEU hours for the following: Joe McKnight, County Commissioner Pct. 2; Glenn Dorough, County Commissioner Pct. 3; Charlie Treadwell, County Commissioner Pct. 4
 - f. County Auditor to make financial report
2. Consider for approval filling vacancy for the Cypress Valley Navigation District Board.
3. Consider for approval Texas Parks and Wildlife Department County Boat Agent Agreement for September 1, 2020 through August 31, 2025 and authorize the County Agent, Karen Jones, Tax Assessor-Collector to sign.
4. Consider for approval Tax Collection Software for Tax Assessor-Collector's office.
5. Consider for approval FULL bids for properties struck off to Marion County presented by Tax Assessor-Collector.
6. Consider for approval Survey, Field Work and Platt of Cypress River Airport by David Morse and authorize the County Judge to sign.
7. Consider for approval SAVNS Maintenance Grant Contract with the Office of the Attorney General Contract #2111474 for September 1, 2020 – August 31, 2021 for \$7,965.18 and authorize the County Judge to sign.
8. Consider for approval First Contract Renewal for SAVNS with Appriss Inc. September 1, 2020 – August 31, 2021 contract no. 20202144900-440-01 and authorize the County Judge to sign.
9. Consider for approval renewal of Auto Liability, Auto Physical Damage, and General Liability for December 1 2020- December 1, 2021 through Texas Association of Counties Risk Management Pool and authorize the County Judge to sign.

10. Discuss options and take necessary action for Jail Elevator.

11. Discuss items for Courthouse Restoration Project.

12. Discuss items for jail project.



Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

The Commissioners' Court of Marion County met in Regular Session at 9:00 a.m. on August 10, 2020. All members present with County Judge Leward LaFleur, presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JOE MCKNIGHT, COMMISSIONER, PRECINCT # 2
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

a. ORDER APPROVING MINUTES OF JULY 27, 2020

b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

District Clerk	June	2020
County Clerk	July	2020
District Clerk	July	2020
Sheriff	July	2020
J.P., Pct. #2	July	2020
Extension Agent	July	2020
Treasurer	July	2020

c. ORDER TO SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT

d. ORDER TO ENTER INTO MINUTES CEU HOURS FOR VICKIE SMITH, COUNTY CLERK

Motion by Treadwell, seconded by J. McKnight to approve consent agenda and CEU hours for Vickie Smith, County Clerk. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 2

**ORDER APPROVING PAYROLL FOR JULY 1 – 15, 2020 AND JULY 16 – 31, 2020
WITH NUMBERS THAT WERE PRESENTED AND WITH A MANUAL CHECK
#70231, CHECK AMOUNT \$150.00**

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit "B" attached

ITEM NO. 3

**ORDER APPROVING 2020 JOINT CONTRACT/AGREEMENT FOR ELECTION
SERVICES BETWEEN THE CITY OF JEFFERSON, JEFFERSON ISD AND MARION
COUNTY TO BE SIGNED BY THE COUNTY JUDGE AND COMMISSIONER'S**

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "C" attached

ITEM NO. 4

**CONSIDER FOR APPROVAL FILLING VACANCY FOR THE CYPRESS VALLEY
NAVIGATION DISTRICT BOARD**

Motion by Treadwell, seconded by Ashley to table item no. 4. All members present voted Aye. Motion carried 4-0.

ITEM NO. 5

**ORDER APPOINTING COUNTY JUDGE AS HEARING EXAMINER TO HEAR
APPEALS RE: DENIALS, REVOCATION OR SUSPENSION OF GAME ROOM
PERMITS (PAGE 12, SECTION 2.3 OF THE GAME ROOM REGULATIONS).**

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

ITEM NO 6

**ORDER TO APPROVE OPTIONS TO TAKE NECESSARY ACTION TO REPAIR JAIL
ELEVATOR WITH EXCEPTION OF \$1,000.00 FOR BID PROCESS TO BE DONE BY
THE COUNTY**

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "D" attached

ITEM NO. 7

DISCUSS ITEMS FOR COURTHOUSE RESTORATION PROJECT

No action

ITEM NO. 8

DISCUSS ITEMS FOR JAIL PROJECT

No action

ADJOURN

Motion by Ashley, seconded by J. McKnight to adjourn. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:26 a.m.

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There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time.

I attest to the accuracy of
these minutes.

COUNTY CLERK

COUNTY JUDGE

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE
MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

AUGUST 12, 2020

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on August 12, 2020. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JOE MCKNIGHT, COMMISSIONER, PRECINCT #2
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

ITEM NO. 1

**ORDER TO CONTRACT WITH TELEMED/TELEMENTAL SUBSCRIPTION FOR
JAIL STANDARDS IN THE AMOUNT UP TO \$12,000.00 TO BE REMOVED FROM
2020 BUDGET**

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 2

BUDGET WORKSHOP

AND

ITEM NO. 3

**TAX ASSESSOR-COLLECTOR TO SUBMIT ESTIMATED COLLECTIONS RATE
FOR TAX YEAR 2020**

Both items were discussed at the same time. No action taken on either item.

ITEM NO. 4

DISCUSS PROPOSED TAX RATE

Discussion only.

See Exhibit "B" attached

ITEM NO. 5

**ORDER TO ADOPT PROPOSED TAX RATE TO BE THE SAME AS LAST YEARS
RATE, IN THE AMOUNT OF 0.578067**

Motion by Treadwell, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

ITEM NO. 6

**ORDER TO ADOPT SETTING TIME AND DATE FOR ARCHIVE PUBLIC HEARING
TO BE SEPTEMBER 9, 2020 AT 9:00 A.M.**

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

ITEM NO. 7

**ORDER TO APPROVE SETTING TIME AND DATE FOR BUDGET PUBLIC
HEARING AND ADOPTION AT 9:15 A.M. ON SEPTEMBER 9, 2020**

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

ITEM NO. 8

**ORDER TO APPROVE SETTING TIME AND DATE FOR TAX RATE PUBLIC
HEARING AT 9:30 A.M. ON SEPTEMBER 9, 2020**

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

ADJOURN

ORDER TO ADJOURN

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 10:15 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.

COUNTY CLERK

COUNTY JUDGE

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

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 Marion County Tax Assessor-Collector (Agent), located at 114 W Austin St Ste 100, Texas 75657-2272, 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 Registration Information and Titling System (BRITS);

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, 2025 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 2.
 - 3.1. **Fee Collection and Remittance:** Agent shall:

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COUNTY BOAT AGENT AGREEMENT

- 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 BRITS.
- 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. Collect all information and required documentation from customers as required by TPWD.
- 3.1.5. Issue items only in the form prescribed by or furnished by TPWD.
- 3.1.6. 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.
- 3.1.7. Electronic Funds Transfer Account:
 - 3.1.7.1. 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.
 - 3.1.7.2. 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.
 - 3.1.7.3. 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.
- 3.1.8. Scheduled Sweeps:
 - 3.1.8.1. The Funds due to TPWD shall be remitted according to the schedule set out in Schedule 1. Agent understands and acknowledges that it holds all Funds in trust for TPWD.
 - 3.1.8.2. 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

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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.

3.1.9. Insufficient Funds:

3.1.9.1. 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.

3.1.9.2. 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. BRITS 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 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

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- 3.3.2.7. The Agent employee and Agent supervisor must complete the required void form.
- 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 BRITS Users 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 Transactions" training manual, the "Requirements for Specific Transactions" matrices, the "Non-Recorded Small Boats and Outboard Motors" matrix, and the "BRITS User's Manual" issued by TPWD Headquarters.
- 3.4.2.3. Accurate tracking and control of inventory issued by TPWD.
- 3.4.2.4. 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: http://tpwd.texas.gov/fishboat/boat/owner/titles_and_registration/

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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 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 or tax affidavit from the seller. This bill of sale 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;
- Transactions that transferred the wrong vessel or outboard motor;

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- Transactions that have no serial number (HIN/MIN) 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, no invoice or tax affidavit signed by both seller and purchaser;
- 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 BRITS Users 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 BRITS, 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 BRITS. 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 BRITS and who to notify in the event of any discrepancies. The Agent must confirm receipt of the inventory in BRITS, 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 BRITS. 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.
- 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,

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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 BRITS 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 Transactions" training document and the "Requirements for Specific Transactions" and "Non-Recorded Small Boats and Motors" matrices.
 - 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 BRITS 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 log-ins will not be shared or transferred from one employee to another.
 - 3.6.4. Notify TPWD Boat Titling and Registration 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.
 - 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.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

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 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. **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.

6. **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.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

7. **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.
8. **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.
9. **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.
10. **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.
11. **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:
 - 11.1. Remit all monies due to TPWD, no later than the next regularly Scheduled Sweep Date following the date of termination;
 - 11.2. Submit all processed transaction documentation according to established schedule or prior to closeout;
 - 11.3. Provide a listing of all employees with electronic access for deactivation; and
 - 11.4. Return all unused TPWD inventory and work with TPWD to reconcile any allocation discrepancies.
12. **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.
13. **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
4200 Smith School Road
Austin, Texas 78744

For AGENT:
Marion County
Attention: Ms. Karen Jones
114 W Austin St Ste 100
Jefferson, Texas, 75657-0907
14. **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.
15. **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.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

16. **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.
17. **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: Director of Purchasing and Contracts

Date: _____

County Agent

Title: _____

Date: _____

County Agent

Title: _____

Date: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 1
Schedule for Sweeping Revenue
Between TPWD and Marion County 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.

Schedule 2

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Marion 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: _____

• Fax Number: _____

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: _____

• Fax Number: _____

SATELLITE OR SUB-STATION OFFICE(S):

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

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: _____

• Fax Number: _____

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: _____

• Fax Number: _____

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

COMPUTER SYSTEM LEASE / LICENSE AGREEMENT
July 1, 2020 through June 30, 2022

STATE OF TEXAS §

COUNTY OF MARION §

CLIENT COPY

THIS COMPUTER SYSTEM LEASE / LICENSE AGREEMENT (the "Agreement") is made and entered into by and between **MARION COUNTY TAX OFFICE, 114 W. Austin Room 100**, Jefferson, TX 75657, acting by and through its governing body, the Commissioner Court (hereinafter referred to as the "**Tax Office**"), and **PRITCHARD & ABBOTT, INC.**, a professional appraisal and software firm, 4900 Overton Commons Court, Fort Worth, Tarrant County, Texas (hereinafter referred to as "**Software Firm**"),

WHEREAS, **Tax Office** desires to lease certain computer hardware, and obtain a license for use of certain computer software, from the **Software Firm**; and

WHEREAS, the **Software Firm** is willing to lease and license the desired computer hardware/software on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which being hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SOFTWARE LICENSE

1.1 License Agreement.

(a) Software Firm agrees to grant to Tax Office, and Tax Office accepts, a nonexclusive and nontransferable license to use those computer programs and related materials specified in this Agreement and referred to as the "Software".

(b) The Software shall consist of computer programs of Software Firm designated as Software Firm's Software designed to perform tax collection functions pursuant to requirements as prescribed in the Texas Property Tax Code. The Software shall also include printed materials consisting of all related printed documentation, including manuals covering the installation, application, and use of the computer programs and published specifications. The Software shall further include all subsequent improvements to either the computer programs or the related printed documentation made by either Software Firm or Tax Office.

1.2 License Fees. Tax Office agrees to pay the annual amount of \$35,740.00 for 2020-2021 and \$37,140.00 for 2021-2022 in quarterly fees for each item of Software listed in the

Software License Schedule attached to this Agreement as Schedule 2 and incorporated by reference the same as if fully copied and set forth at length.

1.3 Limitation on License Use. Tax Office agrees that it shall use each item of Software, including any subsequent updates provided under this Agreement, for its exclusive benefit. The Software may only be used in the United States of America and at the physical address specified in the introductory paragraph of this Agreement, unless Software Firm otherwise consents in writing. All copies of the Software, in whole or in part, including all updates, are the property of Software Firm. No title to or ownership of the Software or any of its parts is transferred under this Agreement to Tax Office. The Tax Office may not disassemble, decompile, break down or attempt to perform reverse engineering on the Software.

1.4 Designated Hardware Tax Office may use each item of licensed Software only on the Hardware leased pursuant to this Agreement, unless (i) the Hardware is malfunctioning, in which case Tax Office may use the Software on other computer hardware during the period of malfunction, or (ii) Software Firm otherwise consents in writing.

1.5 Copies. Tax Office may make machine-readable copies of all or part of the Software for Tax Office's internal backup use on the Hardware only. Tax Office agrees to include Software Firm's copyright, patent, trade secret, and other proprietary legend on each copy of the Software, including partial copies and modifications of the Software. At the request of Tax Office, Software Firm will provide a label to be attached to the copies setting forth the information required by this Paragraph 1.5.

1.6 License Term. The Software license granted in this Agreement shall remain in force for the useful life of the Software or for the minimum term of two (2) years July 1, 2020 through June 30, 2022. Software license shall automatically renew for successive one year terms unless Tax Office gives Software Firm notice of its intention not to renew the license within ninety (90) days prior to the expiration of a term.

1.7 Insurance Coverage. Software Firm will at all times during the period of this contract, maintain general liability insurance, automobile liability insurance and worker's compensation insurance. A Certificate of Insurance with Tax Office as named insured will be provided by Software Firm, if requested. Should Software Firm fail to maintain the insurance coverage described above, Tax Office may, at its option, declare this contract null and void and Software Firm shall be excused from any further performance.

ARTICLE II

PROPERTY RIGHTS

2.1 Title to Hardware and Software. Title to the Hardware and Software is reserved to Software Firm. Tax Office acknowledges and agrees that Software Firm is and shall remain the owner of the Hardware and Software and shall be the owner of all copies of the Software made by Tax Office pursuant to the provisions of this Agreement.

2.2 Confidentiality of Software. Tax Office acknowledges that the Software is confidential in nature and constitutes a trade secret belonging to Software Firm. Tax Office

agrees to hold Software in confidence for Software Firm and not to sell, rent, license, distribute, transfer or disclose the Software or its contents, including methods or ideas used in the Software, to anyone except to employees of Tax Office (taxpayers may view data) or to employees of taxing jurisdictions within the Tax Office served by the Tax Office, when disclosure to such employees is necessary to use the license granted in this Agreement. Tax Office shall instruct all persons to whom any such disclosure is made that the disclosure is confidential and that the employee must keep the software confidential by using the care and discretion that they use with other data designated by Tax Office as confidential. The confidentiality requirements of this Paragraph 2.2 shall be in effect both during the term of this Agreement and after it is terminated.

2.3 Security. Licensee agrees to keep the Software at a secure place, under access and use restrictions satisfactory to Software Firm. Tax Office agrees to at least implement the security precautions that it normally uses to protect its own confidential materials and information.

2.4 Disclosure Is Breach. Tax Office agrees that any disclosure of the Software to a third party constitutes the material breach of this Agreement and shall terminate the license granted by this Agreement. Computer terminal display of account information to taxpayers does not constitute disclosure.

ARTICLE III

TAX OFFICE'S GENERAL RESPONSIBILITIES

3.1 Risk of Loss. If any item of Hardware or Software is damaged, lost, or destroyed by any means for which Tax Office is responsible, Tax Office shall be liable for the expense of repairing that item, or, if repair cannot be made, for an amount equal to the replacement cost.

3.2 Site Preparation and Maintenance. Tax Office shall meet all of the requirements for installation of the Hardware specified in the manufacturer's installation manual, including a suitable place of installation, appropriate air conditioning and suitable electric power supply.

3.3 Supplies. Tax Office shall be responsible for and shall furnish all supplies consumed or required by the Hardware and Software, unless otherwise specifically stated in this Agreement. All supplies, including magnetic tapes, disks, and other storage media shall meet the Hardware manufacturer's applicable specifications.

3.4 Lease / License Charges.

(a) Tax Office shall pay Software Firm, for the use of each item of Hardware and Software, the quarterly charge set forth for it in the Hardware Lease Schedule and the Software License Schedule attached to and made a part of this Agreement.

(b) Payments due Software Firm under this Agreement shall be made to Software Firm at its address in the introductory paragraph of this Agreement or to such other person and place as Software Firm may designate in writing.

3.5 Maintenance Charges. Unless otherwise provided in this Agreement, Tax Office agrees to incur and pay Hardware and Software maintenance charges, whether performed by the manufacturer or otherwise.

3.6 Reports.

(a) In the event any accident or incident arises out of the apparent or alleged improper manufacture, functioning, or operation of any item of Hardware and Software, Tax Office shall notify Software Firm of each such accident or incident immediately after it occurs. That report shall identify the item of Hardware and Software and include the time, place and nature of the accident or incident, the damage, the names and addresses of any parties involved, persons injured, witnesses, and owners of any property damaged, and any other material information.

(b) Tax Office shall promptly advise Software Firm of all correspondence, papers, notices, and other documents of any kind that Tax Office receives in connection with any claim or demand involving or relating to any alleged improper manufacture, functioning or operation of any item of Hardware and Software. Tax Office and its employees shall aid in the investigation and defense of all such claims and in the recovery of damages from any third persons liable for the claims.

(c) When reasonably requested by Software Firm, Tax Office shall permit persons designated by Software Firm to examine each item of Software and any leased Hardware.

ARTICLE IV

SOFTWARE FIRM'S GENERAL RESPONSIBILITIES

4.1 Warranty of Title.

(a) Software Firm warrants that it has good title to the Hardware and Software and the right to lease and/or license it to Tax Office free of any proprietary rights or any encumbrance of any other party.

(b) Software Firm shall defend Tax Office against any and all claims that the Hardware, Software or Tax Office's use of same under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party. Software Firm shall indemnify and hold Tax Office harmless from any liability for damage, cost or other loss incurred by Tax Office in connection with any such claim. Tax Office shall notify Software Firm of the assertion of any such claim and shall cooperate with Software Firm in the investigation and resolution of the claim. **HOWEVER, SOFTWARE FIRM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.**

(c) Software Firm shall not indemnify Tax Office against any claim or liability based on Tax Office's modification or conversion of Hardware and/or Software or the subsequent use of that modification or conversion.

4.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SOFTWARE FIRM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. BY ITS LEASE OF THE HARDWARE AND ITS LICENSE OF THE SOFTWARE, SOFTWARE FIRM SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, FITNESS, DESIGN, CONDITION, OR QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE HARDWARE AND/OR SOFTWARE.

4.3 Delivery of Hardware and Software. Software Firm shall deliver the Hardware, one copy of the computer program portion of the Software and one (1) copy of the printed portion of the Software to Tax Office.

4.4 Original Software Installation Services. Software Firm shall assist in the installation of the Hardware, and in the installation of the Software. Technical Services shall be provided by Software Firm in connection with the installation of the Software at Tax Office's site for three (3) days at no charge. Delivery dates of services will be agreed upon by Tax Office's staff and Software Firm's staff.

4.5 Initial Software Training. Software Firm shall provide two (2) days of technical orientation and training for all of Tax Office's computer operations employees. Training and orientation shall be provided at the Tax Office's place of business. Delivery dates of services will be agreed upon by Tax Office's staff and Software Firm's staff.

4.6 Technical Support. Software Firm shall provide additional technical support services to Tax Office on request and as available at the rate of **SEVENTY-FIVE DOLLARS (\$ 75.00)** per hour, including travel time, plus cost of travel, such as tolls, parking, out-of-pocket costs, and mileage at the rate of (\$.54) per mile or the current IRS standard mileage rate.

Programming	\$ 95.00/hr.
Travel time and associated out-of-pocket costs.	
Mileage will be charged at the rate of \$ 0.54 per mile or the current IRS standard mileage rate.	
System Analyst	\$ 105.00/hr.
Travel time and associated out-of-pocket costs.	
Mileage will be charged at the rate of \$ 0.54 per mile or the current IRS standard mileage rate.	
Customer Training	\$ 500.00/day
Per diem includes travel and out-of-pocket charges.	
Virus Protection	\$ 85.00/hr.
Travel time and associated out-of-pocket costs.	
Mileage will be charged at the rate of \$ 0.54 per mile or the current IRS standard mileage rate.	

4.7 Software Firm agrees to provide Tax Office the following:

- (a) Updates required by changes in Property Tax Code, Tax Law, or Property Tax Assistance Division of the Comptroller's Office.
- (b) All program changes / enhancements made by Software Firm.

4.8 Should Software Firm sell the business Tax Office has the option to terminate this lease. Software Firm will give Tax Office 120 days written notice of intent to sell.

ARTICLE V TERMINATION

5.1 Cause for Termination. The lease pursuant to, and/or the license granted in, this Agreement shall be terminated automatically and without further notice upon the occurrence of any of the following events:

- (i) Expiration of the term specified in Paragraph 1.6 of this Agreement or of any automatic renewal term as specified under said paragraphs;
- (ii) Subject to the provisions of Paragraphs 2.2 and 2.4, disclosure by Tax Office of the Software to a third party, whether directly or indirectly and whether inadvertently or purposefully;
- (iii) Refusal by Tax Office to pay any periodic fee or other charge provided for in this Agreement;
- (iv) Cessation of business by Tax Office or Software Firm; or
- (v) Commission by Tax Office of an event of default as defined in Paragraph 5.4 below.

5.2 Optional Termination by Tax Office. Should Software Firm fail to cure defects in the Hardware or Software within 90 days of written notice of same by Tax Office, Tax Office may terminate this Agreement.

5.3 Events of Default. Tax Office commits an event of default under this Agreement, and the lease and/or license granted under this Agreement shall terminate, if any of the following occur:

- (i) Tax Office attempts to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement, or in derogation of Software Firm's proprietary rights in the Software; or

(ii) Tax Office fails and neglects to perform or observe any of its existing or future obligations under this Agreement, including, without limitation, timely payment of any sums due Software Firm within ten (10) days after notice that payment is delinquent.

5.4 Effect of Termination. Tax Office agrees that immediately on termination under Paragraph 5.1, it shall immediately return all Hardware, Software and all copies of Software to Software Firm, certify to Software Firm that it has retained no copies of the Software, and acknowledge that it may no longer use the Software. In the event of termination through its default, the Tax Office is liable for all fees and other amounts payable to Software Firm under this Agreement that have accrued through the date of termination. Upon termination of the lease and/or license granted under this Agreement, Software Firm's obligations under this Agreement shall cease. Notwithstanding any other provision of this Agreement to the contrary, the obligations of Tax Office under Paragraph 2.2 shall survive any termination of this Agreement.

5.5 Non-Appropriations. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Agreement, Tax Office will immediately notify Software Firm of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Tax Office, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Notwithstanding the foregoing, Tax Office agrees that, to the extent permitted by law, it will not cancel the Agreement under the provisions of this Section 5.5 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

5.6 Arbitration. In the event of a dispute arising under this contract, the parties agree to submit that dispute to arbitration pursuant to the rules of the American arbitration Society. Venue for any dispute arising under this contract shall lie in MARION County, Texas.

ARTICLE VI

GENERAL PROVISIONS

6.1 Assignment. Tax Office shall not assign or otherwise transfer its rights under this Agreement or the Hardware and Software obtained pursuant to this Agreement without the prior written consent of Software Firm. Any attempt to make such an assignment without Software Firm's consent shall be void.

6.2 Governing Law. The parties acknowledge that this Agreement has been made in Texas and agree that it shall be construed pursuant to the laws of the State of Texas As required by Texas Government Section 2270.002, Software Firm verifies that it is not currently engaged in, and agrees, for the duration of this Agreement, not to engage in a boycott of Israel.

6.3 Notices. Any notice required or permitted by this Agreement to be given to either party shall be deemed to have been given if in writing and delivered personally or mailed by first-class, registered or certified mail, postage prepaid and addressed to the respective

addresses specified in the introductory paragraph of this Agreement, or at such other address that either party may have designated as the address of such party or such purpose.

6.4 Attorneys' Fees. If any legal proceeding is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

6.5 Severability. If any part of this Agreement is declared to be invalid by any court of competent jurisdiction, that part of the Agreement shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

6.6 Non-Waiver. The parties agree that a waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default. The parties also agree that no failure to exercise or delay in exercising any right under this Agreement on the part of either party shall operate as a waiver of the right.

6.7 Amendments. This Agreement shall be modified only by a written agreement executed by the persons authorized to execute agreements on behalf of the parties.

6.8 Valid Agreement. By their execution of this Agreement, each party hereby represents and warrants that it is authorized by proper action of its Board of Directors to enter into and execute this Agreement. Additionally, the Tax Assessor-Collector for the Tax Office approves this Agreement by his/her signature below.

6.9 Amendment in Certain Events. There exists a possibility the Texas Legislature will enact changes in the Property Tax Code which could affect this Agreement. Should that occur, the parties will re-examine this Agreement and renegotiate same, if necessary. Further, should there be a judicial interpretation of the Property Tax Code which affects the legality or validity of any portion of this Agreement, the parties will re-examine this Agreement and renegotiate same, if necessary.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective
this _____ day of _____,

MARION COUNTY

By: _____

Name: _____

Date: _____

SOFTWARE FIRM:

PRITCHARD & ABBOTT, INC

By: Kevin R. McBurnett

Printed Name: Kevin R. McBurnett

Title: Information Services Manager

Date: 7.29.20

APPROVED BY:

Tax Assessor-Collector

**MARION COUNTY TAX OFFICE
SCHEDULE I**

	ANNUAL FEE	
	<u>2020-2021</u>	<u>2021-2022</u>
HARDWARE & THIRD PARTY SOFTWARE	\$ 4,800.00	\$ 5,000.00
Cloud Hosting Marion County Tax Collection data;		
Sonicwall Firewall, Secure Remote Access;		
Daily Backup of Cloud Data;		
Microsoft Windows Remote Desktop;		
Microsoft SQL Server Licenses;		-----
Adobe Acrobat Standard Licenses;		
Crystal Reports.		

**MARION COUNTY TAX OFFICE
SCHEDULE 2**

	ANNUAL FEE	
	<u>2021</u>	<u>2022</u>
COLLECTION SOFTWARE	\$12,880.00	\$ 13,680.00
Software provides the ability to post current & delinquent taxes; 1-800 Customer Service Support; Generate Monthly Reports; Provide daily, weekly, summary totals; Error & Supplemental Reports; Print Supplemental Tax Statements; Print receipts on demand.		
TAX STATEMENT SOFTWARE	\$ 11,560.00	\$ 11,960.00
Tax Statements Module; Printing Tax Statements; Tax Roll, Tax Roll Reports, Tax Statement & Summary Reports.		
SETUP, CONVERT, & TRAIN ON NEW PARAGON SOFTWARE	Included	
Convert current data & images to Paragon's format; Three days in-house training of office staff on software.		
SOFTWARE LICENSE FEE (10 USER'S)	<u>\$ 6,500.00</u>	<u>\$ 6,500.00</u>
SOFTWARE ANNUAL FEE	<u>\$ 30,940.00</u>	<u>\$ 32,140.00</u>
HARDWARE (Schedule 1)	<u>\$ 4,800.00</u>	<u>\$ 5,000.00</u>
TOTAL ANNUAL FEE	<u>\$ 35,740.00</u>	<u>\$ 37,140.00</u>

The annual fee for Schedule 1 & 2 shall be made in quarterly payments as follows:

\$ 8,935.00 July of 2020;	\$ 9,285.00 July of 2021;
\$ 8,935.00 October of 2020;	\$ 9,285.00 October of 2021;
\$ 8,935.00 January of 2021;	\$ 9,285.00 January of 2022;
\$ 8,935.00 April of 2021.	\$ 9,285.00 April of 2022.

Payments should be sent to 4900 Overton Commons Court, Fort Worth, TX 76132-3687.

T02392 – PARCEL 8691 LAKE DEERWOD ESTATE UNIT 2 BLK 2 LOT 335 - RECEIVED FULL BID FROM STEPHANIE MURRAY IN THE AMOUNT OF \$1,250. THIS PROPERTY WAS STRUCK OFF IN JUNE, 2014. Because the bid is for the full amount the court will need to approve the County Judge to sign the deed.

T02709 – PARCEL 18797 HUGHES ADDITION BLK 21 LOTS 1-4 – RECEIVED FULL BID FROM KEVIN TOMLINSON IN THE AMOUNT OF \$6,480.24. THIS PROPERTY WAS STRUCK OFF IN NOVEMBER, 2019. Because the bid is for the full amount the court will need to approve the County Judge to sign the deed.

David K. Morse
8462 FM 1841
Bivins, Texas 75555
903-244-5496
dkm6150@gmail.com

June 30, 2020

Survey, Field Work, Plat, and Legal Description of Boundary Survey of Cypress River
Airport, Marion County, Jefferson, Texas.

Total: \$2500.00



RE: FY 2021 SAVNS Grant Contract

Contract Number: 2111474

Grantee: Marion County

Amount: \$7,965.18

Executed:

Term: September 1, 2020 – August 31, 2021

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

**FIRST CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20202144900-440-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc.** ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Marion County, TX ("Named Entity") as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20192044900-440-01 under which VENDOR would provide SAVNS to Named Entity (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Named Entity to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by Named Entity as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Named Entity by:

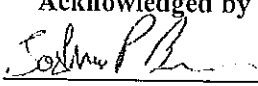
Signature

Date

Name

Title

Acknowledged by Appriss Inc.



Signature

8/17/2020

Date

Joshua P. Bruner

Name

EVP Operations, GM Victim Services & Programs

Title

Marion County
TAC Pool

	<u>Deductible</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
General Liability	\$0	\$3,885.00	\$3,258.00	\$3,448.00	\$3,393.00	\$3,359.00
Auto Liability	\$0	\$13,715.00	\$12,983.00	\$13,419.00	\$6,922.00	\$6,407.00
Auto Physical Damage	\$1,000.00	-	-	-	\$7,682.00	\$6,865.00
Total		\$17,600.00	\$16,241.00	\$16,867.00	\$17,997.00	\$16,631.00



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Auto Schedule - Proposal

Member: Marion County
 Coverage Period: December 1, 2020 to December 1, 2021

Personal Injury Protection
 Uninsured / Underinsured Motorist

ID #	Year	Make	Model	VIN #	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
30	2004	FORD	CROWN VICTORIA	2FAPP71W64X163654	✓	\$13,549	X				
Department: Airport								Total Number of Vehicles: 1			
11	2009	FORD	4 DR- JERRY DREESEN	1FTRX14W79KB42046	✓	\$21,725	X	X	X		
Department: All Other Departments								Total Number of Vehicles: 1			
40	2016	CHEVROLET	2500 PICKUP TRCK	1GC1KUEG2GF169939	PT1	\$30,500	X	X	X		
41	2006	INTERNATIONAL	DUMP TRUCK	1HSMKAZN46H299574	PT1	\$24,500	X	X	X		
Department: NULL								Total Number of Vehicles: 2			
15	2001	CHEVROLET	DUMP TRUCK	1GBK7H1C21J511849	PT1	\$100	X				
34	1996	FORD	DUMP TRUCK	FTDPF70J7TVA29416	PT1	\$100	X				
44	2000	INTERNATIONAL	DUMP TRUCK	1HTSCAAN1YH292591	PT1	\$15,000	X	X	X		
47	1982	INTERNATIONAL	FIRE TANKER	2HTAA1954CCA12211	PT1		X				
Department: Precinct 1, Commssioner								Total Number of Vehicles: 4			
12	2004	CHEVROLET	DUMP TRUCK	1GBJ6C1E34F515645	PT2	\$32,330	X	X	X		
13	1998	CHEVROLET	DUMP TRUCK	1GBJ6H1P1WJ107160	PT2	\$100	X				
14	2007	CHEVROLET	KODIAK DUMP TRUCK	1GBJ7C1387F417694	PT2	\$59,643	X	X	X		
37	2013	INTERNATIONAL	DUMP TRUCK	1HTMMAAM8DH10398	PT2	\$49,750	X	X	X		
48	2015	FORD	F250	1FT7X2A69FEB63976	PT2	\$26,750	X	X	X		
Department: Precinct 2, Commssioner								Total Number of Vehicles: 5			
2	1994	DODGE	PICKUP	1B7HC16Z4RS579954	PT3	\$100	X				
8	1996	FORD	DUMP TRUCK	1FDPF70J5TVA29415	PT3	\$100	X				
18	2002	CHEVROLET	DUMP TRUCK	1GBL7H1E92J512553	PT3	\$100	X				
22	2006	INTERNATIONAL	DUMP TRUCK	1HTMMAAL66H233608	PT3	\$45,575	X	X	X		
49	2013	FORD	F250	1FT7W2A68DEB02652	PT3	\$27,500	X	X	X		
Department: Precinct 3, Commssioner								Total Number of Vehicles: 5			
1	2007	CHEVROLET	SILVERADO PICKUP	02GCEC19CX7166134	PT4		X				
4	2011	FORD	PICKUP	1FDBF3E60BEB77025	PT4	\$12,524	X				
6	1995	FORD	DUMP TRUCK	1FDPF70J4SVA63585	PT4	\$100	X				
16	2001	CHEVROLET	DUMP TRUCK	1GBK7H1CX1J511341	PT4	\$100	X				

ID#	Year	Make	Model	VIN#	Inventory #	Cost New	Auto Liability	Auto Physical Damage		POV	EQUIP
								Coll	Comp		
23	2007	INTERNATIONAL	4300 SBA 4X2 CAB & CHASSIS	1HTMMAAN07H408583	PH4	\$64,996	X	X	X		
Department: Precinct 4, Commissioner								Total Number of Vehicles: 5			
3	2014	DODGE	PICKUP TRUCK \$23,624 + \$7265	1C6RR7KT7ES264058	✓	\$30,899	X	X	X		X
10	2010	FORD	F150 PICKUP TRUCK	1FTFX1EV2AKB45093	✓	\$21,882	X	X	X		
20	2011	CHEVROLET	TAHOE	1GNLC2E03BR172957	✓	\$25,000	X	X	X		
24	2010	DODGE	CHARGER	2B3AA4CT1AH146095	✓	\$22,490	X	X	X		
38	2014	DODGE	CHARGER	2C3CDAAG7EH366843	✓	\$30,290	X	X	X		X
38	2016	DODGE	CHARGER W/ \$8500 EQUIPMENT	2C3CDXAGAGH126799	✓	\$32,585	X	X	X		X
39	2016	DODGE	CHARGER W/ \$8500 EQUIPMENT	2C3CDXAG3GH126790	✓	\$32,585	X	X	X		X
42	2016	DODGE	CHARGER	2C3CDXAG8GH197189	✓	\$32,010	X	X	X		X
43	2016	DODGE	CHARGER	2C3CDXAG5GH205152	✓	\$32,010	X	X	X		X
45	2017	DODGE	CHARGER	2C3CDXAGXHH857146	✓	\$34,000	X	X	X		X
46	2018	DODGE	CHARGER	2C3CDXAG6JH297914	✓	\$34,000	X	X	X		X
50	2019	FORD	EXPLORER	1FM5K7B87KGA96999	✓	\$33,457	X	X	X		X
51	2020	FORD	INTERCEPTOR UTILITY	1FM5K8ABXLA55867	✓	\$40,013	X	X	X		X
Department: Sheriff								Total Number of Vehicles: 13			

Totals	Total Number of Vehicles
Auto Liability	36
Auto Physical Damage, Collision	24
Auto Physical Damage, Comprehensive	24