

**AMENDMENT TO LICENSE ISSUING AGENT AGREEMENT**

This Amendment, effective upon notification of the transition to plain paper licenses, entered into between the New York State Department of Environmental Conservation (hereinafter referred to as the “Department”), with offices at 625 Broadway, Albany, New York 12233, and

\_\_\_\_\_  
Name  
as the ☐ owner ☐ municipal clerk ☐ manager of  
\_\_\_\_\_  
Business/Municipality Name Street Address  
\_\_\_\_\_  
City/Town/Village State Zip Code

(hereinafter collectively referred to as the “License Issuing Agent”) is hereby attached to and becomes incorporated into the above referenced agreement.

**WITNESSETH:**

WHEREAS, the parties entered into a prior License Issuing Agent Agreement which said License Issuing Agent Agreement the parties now desire to amend; and

WHEREAS, both parties originally agreed that the License Issuing Agent was qualified and approved to issue sporting licenses on behalf of the Department; and

WHEREAS, a change in Department laws, rules, or regulations is anticipated that will change the format and delivery of sporting licenses that will obviate the need for Department provided license issuing equipment and the associated support and supplies; and

WHEREAS, the License Issuing Agent Agreement provides for amending the License Issuing Agent Agreement in Article 14. Contract Amendment.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 3. Department Representations is hereby replaced as follows:

**3. DEPARTMENT REPRESENTATIONS**

The Department hereby agrees that it will:

- A. Allow the License Issuing Agent to retain a portion of each license sold as prescribed in Department laws, rules, and regulations.

B. Provide appropriate training and training materials to the Assistant License Issuing Agent, including a toll-free telephone “help desk” service to answer questions and assist with problems.

C. Provide informational materials, in a hard copy or electronic format, for use at the approved location for the License Issuing Agent and their authorized employees to distribute to hunters, anglers, trappers, etc. regarding regulatory requirements for all authorized licenses issued.

2. Article 4. Agent Representations is hereby replaced as follows:

**4. AGENT REPRESENTATIONS**

The Agent hereby agrees that it will:

A. Provide authorization attached hereto as Attachment “A” for the Department to access a bank account for electronic fund transfers to pay for all licenses sold. Fund transfers shall be scheduled on a regular basis as determined by the Department.

B. Pay all amounts due to the Department. Failure to maintain an adequate balance in the License Issuing Agent’s account may result in immediate termination of this Agreement.

C. Provide a compatible computer system including a plain paper printer and access to the internet at no charge to the Department.

D. Indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it in a court of competent jurisdiction, to the extent such loss is attributable to a negligent omission or tortious act of the License Issuing Agent, its agents, or employees, in the performance of this Agreement.

E. Be solely responsible for the supervision and direction of the performance of this Agreement by the Assistant License Issuing Agent and other authorized license issuing employees other than as specifically provided herein.

F. Alert the Department if the License Issuing Agent, Assistant License Issuing Agent, or other person issuing licenses is convicted of a misdemeanor or felony level criminal offense.

G. Not allow a person convicted of a misdemeanor or felony level criminal offense to issue licenses or have access to the license system, unless the person’s conviction has been reviewed by the Department.

3. Article 6. License Issuing Conditions is hereby replaced as follows:

**6. LICENSE ISSUING CONDITIONS**

A. All licenses authorized to be sold pursuant to this Agreement may only be sold by the

License Issuing Agent, the Assistant License Issuing Agent, or authorized employees of the License Issuing Agent at the approved location set forth in this Agreement.

B. All employees authorized to issue licenses by the License Issuing Agent pursuant to paragraph “A” of this section, shall be appropriately trained in the use of the license issuing system and the business rules associated with the sale of sporting licenses and the entire DECALS sales catalog by the Assistant License Issuing Agent prior to using the issuance system.

C. At the Department’s discretion, the Assistant License Issuing Agent will be required to take Department sponsored DECALS training as well as take and pass tests associated with training.

D. The License Issuing Agent and his/her employees who are authorized to issue licenses pursuant to this Agreement must abide by New York State Regulations 6 NYCRR Part 177 and 6 NYCRR Part 183.

E. All funds received from the sale of licenses, less any fees established by the Department, will be held in trust for the Department. Monies collected from the sale of licenses are Department funds and any other use of such funds is prohibited. The License Issuing Agent accepts the responsibility and duties of trustee for all funds collected for the benefit of the Department under this Agreement.

F. No license may be sold for a fee in excess of or less than the amount established by the Department.

G. The complete catalog of sporting licenses must be available for sale to the public at the License Issuing Agent’s approved location as designated in this Agreement.

4. Article 7. Change in Ownership is hereby replaced as follows:

**7. CHANGE IN OWNERSHIP**

In the event of a change in ownership of the License Issuing Agent’s business, the Department must be notified 30 days in advance of any such change, and this Agreement becomes immediately terminated at the time of such change in ownership. This License Issuing Agent’s appointment is not transferable and shall apply only to the License Issuing Agent’s appointment to sell sporting licenses.

5. Article 10. Termination is hereby replaced as follows:

**10. TERMINATION**

In addition to any termination event appearing elsewhere in this Agreement, or provided in the applicable Department regulations, the following shall apply:

A. This Agreement may be terminated for cause if the Department determines that any false statements or omissions were made on the License Issuing Agent’s application.

B. This Agreement may be terminated for cause for failure to comply with the terms of this Agreement at any or all approved locations at any time by the Department.

C. Either party may terminate this Agreement for convenience by 15 days written notice to the other party. Per ECL § 11-0713 municipalities must request authorization from the Department to terminate the agreement and cease selling sporting licenses.

D. In the event of termination of this Agreement, the License Issuing Agent shall pay for all licenses sold and not previously paid for within 30 days of such termination.

E. Termination for Non- Responsibility: Upon written notice to the License Issuing Agent, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the License Issuing Agent's expense where the License Issuing Agent is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

F. In the event of a change in the appointment of the Assistant License Issuing Agent, the License Issuing Agent shall notify the Department of such change within 15 business days by submitting to the Department a completed revised License Issuing Agent Application Form attached hereto as Attachment "B," which shall provide, among other things, the name and title of the newly appointed Assistant Licensing Issuing Agent. In the Department's sole discretion, this agreement may be suspended or terminated in the event the Department is not notified of any change in appointment of the Assistant License Issuing Agent as provided herein.

6. Article 15. Confidentiality of Personal Data is added as follows:

**15. CONFIDENTIALITY OF PERSONAL DATA**

A. All personal data provided by customers shall be kept confidential to the extent required by Law.

B. The License Issuing Agent will ensure that access to the Departments sporting license system is limited to the License Issuing Agent, Assistant License Issuing Agent, and staff at their location who they have authorized to use the system and who have been trained by the License Issuing Agent or Assistant License Issuing Agent, in the business rules regarding the sale of sporting licenses as well as system functionality.

C. Use of the sporting license system is limited to official business as it pertains to sporting licenses and the entire DECALS sales catalog.

7. All other terms and conditions of the License Issuing Agent Agreement as amended will remain in full force and effect.

## SIGNATURE PAGE

**IN WITNESS WHEREOF**, this Amendment has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

LICENSE ISSUING AGENT SIGNATURE	DEPARTMENT SIGNATURE
By:	By:
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:

License Issuing Agent Acknowledgement
State of _____ ) County of _____ ) ss.:
On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.
_____ Notary Public

Completed amendments with original signatures can be scanned and submitted electronically to [decalscredit@dec.ny.gov](mailto:decalscredit@dec.ny.gov) or mailed in their original form to:

Attn: Revenue and Accounting Unit  
New York State Department of Environmental Conservation  
625 Broadway, 10<sup>th</sup> Floor  
Albany, New York 12233-4900