

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Second Amendment to the Memorandum of Understanding ("Second Amendment") is entered into by and between Vigilant Solutions, Inc., incorporated in the State of Delaware with headquarters in Livermore, California ("Vendor") and The Burnet County, a Type A general-law county (the "Agency"), referred to collectively herein as the "Parties."

RECITALS

WHEREAS, in order to implement and utilize an automated license plate reader ("ALPR") system, Agency has entered into a Split-Funding Agreement with an effective date of September 28, 2015, a Memorandum of Understanding with an effective date of September 28, 2015 ("MOU"), a Merchant Processing Application & Agreement executed on September 28, 2015;

WHEREAS, the implementation and utilization of an ALPR system will assist the Agency to collect court fines, fees, and costs, provide for improved public safety by lowering the crime rate, and allow public safety officers to proactively identify the license plate of a vehicle that is either owned by an individual with an outstanding arrest warrant or capias pro fine warrant, or is associated with a criminal offense, such as kidnapping or theft, thereby improving public safety, each of which is a government activity; and

WHEREAS, Agency seeks to amend the MOU to outline the Parties respective obligations to move all services to the Vendor's Court Services Network and perform Registration Hold Services: querying, placing vehicle registration "hold," and removing registration "hold" with the TX-DMV for all current registration records per Texas Transportation Code Section 702.003, that include positive identification of a warrant holder by Subcontractor, at its discretion in frequency, and at its own expense.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Recitals Incorporated

The foregoing recitals are hereby found to be true and correct legislative and factual findings of the County of Burnet, Texas (the "County"), and are fully incorporated into the body of this Second Amendment and the Memorandum of Understanding.

Section 2. Amendment to Section D., "Timeframe".

Section D. "Timeframe" of the MOU shall be amended to read as follows:

D. Term and Termination. The MOU shall commence once executed and shall remain in effect for a term of (3) years, unless terminated as provided herein. Either party may terminate this MOU, as amended, for its convenience, and in its sole discretion, by providing the other party thirty (30) days prior written notice of termination. Upon termination of this MOU, Agency will immediately cease all use of Vendor deliverables and will return all hardware furnished pursuant to Exhibit A back to Vendor. In no event will termination for convenience by Agency give rise to any liability whatsoever on the part of Agency.

Any access, use and disclosure of information contained in a warrant record not required for the purposes of this MOU, as amended, or for any unofficial purpose is strictly prohibited. Information contained in a warrant record furnished by the Agency under this MOU, as amended, shall not be used by Vendor to engage in any method, act, or practice that is unfair or deceptive, nor shall "personal identifying information" or "sensitive personal information" as defined by the Identity Theft Enforcement and

Prevention Act or "personal information" as defined by the federal Drivers Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act be used for marketing, solicitations, or surveys not authorized by law. Vendor understands and agrees that violation of the federal Drivers Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

Agency may immediately terminate this MOU, as amended, for cause for any violation of the terms of this MOU, as amended, or for any violation of any state or federal law or regulation relating to the subject matter of this MOU, as amended, including the unauthorized disclosure or breach of system security of "personal identifying information" or "sensitive personal information" as defined by the Identity Theft Enforcement and Prevention Act or "personal information" as defined by the federal Drivers Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act. Agency shall provide Vendor with written notice to terminate this MOU, as amended, which termination shall become effective immediately upon Vendor's receipt of the notice. If this MOU, as amended, is terminated for cause, Agency may refuse to provide warrant data to Agency in any format.

If permitted by law, a copy of the original LPR vehicle location data shall remain on Vendor's servers for purposes of sharing such data with other law enforcement agencies. To the extent that the LPR vehicle location data is appended with warrant data or other data that is governed by the federal Drivers Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act, Vendor represents and warrants that such appended data shall only be shared with other law enforcement agencies and only in accordance with, and pursuant to, a permissible purpose enumerated under the federal Drivers Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act. Else, Vendor shall unconditionally return or certify the secure destruction of all personal identifying information, sensitive personal information or personal information in Vendor's possession, custody, or control, including of any agent, subsidiary, affiliate, or parent company of Vendor.

Section 3. Amendment to Section E, Exhibit C., "Processing and Handling Fees".

Section E, Exhibit C. "Processing and Handling Fees" of the Memorandum of Understanding shall be amended to read as follows:

Compensation

The Agency agrees to pay the Vendor as compensation for the Registration Hold Services provided hereunder:

(A) thirty percent (30%) of the total amount of all Eligible Fines subject to the terms of this Agreement and that are referred to and collected by the Vendor (in full or on an installment basis) during the term of this Agreement regardless of the form of payment, whether in cash, check, credit card, wire transfer or other means;

(B) zero percent (0%) of all Eligible Fines subject to the terms of this Agreement that were waived and/or modified under Article 103.0031(d) of the Criminal Code, as a result of the commission of a criminal or civil offense; and

(C) zero percent (0%) of all Eligible Fines subject to the terms of this Agreement that are collected by the Governmental Entity through its own collection efforts during the term of this Agreement and that are NOT referred to the Service Provider for collection.

(D) The Governmental Entity shall pay the Service Provider by the thirtieth (30th) day of each month all compensation earned by the Vendor for the previous month as provided in this Section C. The Governmental Entity shall provide an accounting showing all collections for the previous month with the remittance. By no later than the 30th day of each month Vigilant shall advise the Governmental Entity of the amount due to Vigilant under this Section C, if requested by Governmental Entity.

(E) The Vendor thirty percent (30%) collection fee shall be determined from the total amount of Eligible Fines collected and not the total amount of cases referred.

Section 4. Amendment to Exhibit B., "Agency Obligation".

Exhibit B. " Agency Obligation " of the Memorandum of Understanding shall be amended to add paragraph 7 and 8 as follows:

(7) The Governmental Entity shall enter into an interlocal agreement in accordance with Chapter 791, Texas Local Government Code, with the Texas Department of Motor Vehicles ("TX-DMV") within 30 days from the Effective Date to conduct registration holds relating to outstanding municipal court warrants in accordance with Section 702.003, Texas Transportation Code.

(8) Agency will provide the following files with assigned defendants for application of the Registration Hold Process:

- Warrant File – new alias and capias pro fine warrants
- Payment and Adjustment File
- Periodic Fee Report
- CT Warrant Listing Report
- CT Closed Collection Listing

These reports will be communicated via the Secure File Transfer Protocol (SFTP).

IN WITNESS WHEREOF, intending to be bound, the parties have caused this Addendum to be executed by their duly authorized officials.

AGENCY:



By: _____
Name: James Oakley
Title: County Judge
Date: 5-30-18

VENDOR:

VIGILANT SOLUTIONS, LLC
By: _____
Name: _____
Title: _____
Date: _____