



GUADALUPE COUNTY COMMISSIONERS' COURT AGENDA ITEM REQUEST FORM

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AGENDA ITEM REQUEST:

Demonstration and request to enter into a contract with Vigilant solutions to provide ALPR's to Sheriff's Office and Constable Offices.

In your opinion, should this Contract, Resolution, Deed, or Other Document to be approved by the Court, be reviewed by the County Attorney? YES NO

Speaker, Discussion, Action, Executive Session, Other (please explain):

[Circle the appropriate item(s)] Speaker and Action

Meeting Date Requested: January 27, 2015

Requested By: Michael Skrobarcek, Constable Pct. 3

If Funding is required, please explain: No funding required

Summary:

THIS SECTION TO BE COMPLETED BY A COURT MEMBER OR STAFF

RECEIVED

JAN 15 2015

BY: _____

Authorized to place on agenda:

- Kutscher _____
- Seidenberger _____
- Shanafelt _____
- Wolverton Jim O. Wolverton
- Cope _____

COUNTY ATTORNEY REVIEWED:

YES NO

VERIFIED WITH:

BY: _____

Item Typed on Agenda By: Doreen

Date of Consideration: 1-27-15

Scanned to PDF: Hyperlinked:

ORION NAMED:

ALPR

Request to be Pulled: By: _____ Date: _____ Rescheduled: _____

Comments, if any: _____

SPLIT-FUNDING AGREEMENT

This Split-Funding Agreement ("Agreement") is entered into between Vigilant Solutions Inc. ("Payee") and Guadalupe County ("Merchant")

and shall be effective as of the 27th day of January 2015 ("Effective Date").

BACKGROUND: Merchant has executed the Merchant Processing Agreement ("Agreement") by and between ECS and Merchant, with services provided by a transaction processor ("Processor") and a card association sponsor bank ("Bank") to provide credit and debit processing services. Merchant has executed an agreement with Vigilant Solutions Inc. ("Payee") that stipulates/requires Merchant direct and pay a percentage of its future credit and debit card receipts to Payee ("WRP MOU") and that Merchant cause ECS and the processor to take certain other actions described in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Merchant, ECS, and Payee agree as follows:

1. **Merchant Authorization.** Merchant irrevocably authorizes and instructs ECS to (i) withhold (or cause to withhold) 20% (Twenty percent) of Merchant's daily gross credit and debit card processing receipts ("Split Payment") from deposit into Merchant's Settlement Account and to (ii) redirect and pay (or cause to redirect and pay) such percentage to an account designated by Payee ("Payee Account") until Payee sends written notice to ECS that the Merchant has satisfied its obligations under the WRP MOU.

2. **Acknowledgment.** Merchant acknowledges that nothing in this Split-Funding Agreement shall relieve Merchant of its obligations or deprive ECS of its rights under the Merchant Agreement.

3. **Indemnification.** Merchant will indemnify and hold harmless each of ECS, processor, and sponsoring bank and their respective agents, employees, representatives and their respective successors and assigns harmless from all liabilities, claims, demands, actions or judgments, including but not limited to attorneys' fees, arising out of or resulting from the acts or omissions of the Merchant, its employees, officers, or agents in connection with this Split-Funding Agreement. Each of Merchant and Payee will indemnify, defend and hold ECS from and against all liabilities, losses, claims, damages and disputes suffered or incurred as a result of any actions in reliance on the terms of this Split-Funding Agreement or otherwise in connection with the Agreement.

4. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in force until Payee sends written notice to ECS, hat the Merchant has satisfied its obligations under the WRP MOU.

5. **General.** If any provision of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired, and the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the parties as nearly as possible in accordance with applicable law. This Agreement together with the Merchant Processing Agreement contains the full and complete understanding of Payee and Merchant regarding the matters described in this Split-Funding Agreement and supersedes all prior agreements and understandings between the parties with respect to the entire subject matter. This Split-Funding Agreement shall be governed by California law. The sole and exclusive venue for hearing disputes under this Agreement shall be the state or federal courts of Orange County, California. This Split-Funding Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, and to the benefit of Payee.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above:

Payee: Vigilant Solutions Inc. Merchant: Guadalupe County
By: Joseph L Harzewski III By: County Judge
Title: Vice President Name: Kyle Kutscher
Signature: _____ Signature: _____
E-Mail for Notices: joe.harzewski@vigilantsolutions.com E-Mail for Notices: _____



Please Complete All Entries
Highlighted in Yellow

MERCHANT PROCESSING
APPLICATION & AGREEMENT

First Data Credit/Debit Card

Please complete all fields to avoid delays in processing

| | | |
|--|-----------------------------------|----------------------------------|
| Sales Office: Vigilant Solutions | Rep Name: Joe Harzewski | Rep Signature: On file |
|--|-----------------------------------|----------------------------------|

Front End (check one)

First Data Omaha
 First Data North
 First Data Bypass
 First Data Nashville
 Other: _____

| Merchant Profile | | | | | |
|--|-------|---------|-------------------------------------|-------|------------------|
| MERCHANT Legal Name (Must match social security or federal tax ID records) | | | Location Name (DBA) | | No. of Locations |
| MERCHANT Legal Address | | | Location Street Address (No PO Box) | | |
| City | State | Zip | City | State | Zip |
| Corporate Phone () | | Fax () | DBA Phone () | | Fax () |
| Contact Name this Address | | E-mail | Contact Name this Address | | E-mail |
| Customer Service Number N/A | | | Customer Service E-mail N/A | | |

Legal Name as it appears MERCHANT's tax return _____ Federal Tax ID# _____ I certify that I am a foreign entity/non resident alien.

If checked please attach IRS form W-8

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (Refer to the ECS Program Guide Part IV Section A.4 for further information)

| | |
|--|--|
| Ownership Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC | MERCHANT Website |
| <input type="checkbox"/> Tax-Exempt (501c) <input checked="" type="checkbox"/> Government <input type="checkbox"/> Professional Assn. <input type="checkbox"/> Other | www. _____ |
| Date Business Established _____ Current Ownership (Yrs) _____ | SIC/MCC 9222 IATA/ARC (MCC 4722 Only) N/A |

| | |
|--|---|
| Market Type <input type="checkbox"/> Retail <input type="checkbox"/> Super Market <input type="checkbox"/> P-Card <input type="checkbox"/> E-Commerce <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input checked="" type="checkbox"/> Public Sector <input type="checkbox"/> Cash Adv <input type="checkbox"/> Lodging <input type="checkbox"/> Auto Rental <input type="checkbox"/> MO/TO <input type="checkbox"/> Other | Detailed List of Merchandise/Service Sold Paymnet of miscellaneous traffic infractions |
| Does the Business have a valid state-issued regulatory or business license? <input type="checkbox"/> Yes State(s) _____ License#(s) _____ (Provide copy) <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A | Has an Owner/Partner/Officer ever been convicted of or been investigated for violation of a felony under state, federal, or foreign law? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Is the Business or Owner/Partner/Officer party to any claims or lawsuits? If yes, please explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Has the Business or Owner/Partner/Officer ever declared bankruptcy or been subject to a receivership action within the last 10 years? If yes, please explain. (i.e., Chapter, date of discharge)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Has an Owner/Partner/Officer ever been subject to an enforcement action by or entered into a consent agreement with a state or Federal agency for violating the Bank Secrecy Act or other anti-money-laundering statute. Yes No

Owner/Officer Information Not Applicable

| | | | | |
|--|---------------------|-----------------------|---|-------------------------------|
| Owner/Officer 1 Name N/A | | Title N/A | Email Address N/A | Equity/Ownership N/A % |
| Home Street Address N/A | | City/State/Zip N/A | Years at this Address <input type="checkbox"/> Own Yrs: N/A <input type="checkbox"/> Rent Yrs: N/A | |
| Former Address (if less than 1 year at current address) N/A | | City/State/Zip N/A | Years at this Address <input type="checkbox"/> Own Yrs: N/A <input type="checkbox"/> Rent Yrs: N/A | |
| Home Phone # N/A | Cell Phone # N/A | Date of Birth N/A | Driver's License # N/A State N/A Exp. Date N/A | Social Security Number N/A |
| Owner/Officer 2 Name N/A | | Title N/A | Email Address N/A | Equity/Ownership N/A % |
| Home Street Address N/A | | City/State/Zip N/A | Years at this Address <input type="checkbox"/> Own Yrs: N/A <input type="checkbox"/> Rent Yrs: N/A | |
| Former Address (if less than 1 year at current address) N/A | | City/State/Zip N/A | Years at this Address <input type="checkbox"/> Own Yrs: N/A <input type="checkbox"/> Rent Yrs: N/A | |
| Home Phone # N/A | Cell Phone # N/A | Date of Birth N/A | Driver's License # N/A State N/A Exp. Date N/A | Social Security Number N/A |

References **Not Applicable**

Merchant's Bank: Name N/A Account # N/A Contact N/A Phone N/A

Trade Reference 1: Name N/A Contact N/A Phone N/A Vendor Acct # N/A

Trade Reference 2: Name N/A Contact N/A Phone N/A Vendor Acct # N/A

Merchant Site Survey Report - Sales Representative must complete this report

- Surrounding zone? Business District Industrial Residential
- Location type? Mall Store Front Shopping Center Office Industrial Home Apartment Mixed Isolated Trade Show Flea Market Door-to-Door
 Other Government Municipality/Multiple Physical Locations
- Where is Merchant's name displayed at site? Window Door Store Front
- How many employees? _____
- How many register/terminals? _____
- Is a proper license visible? Yes No, explain _____
- Merchant Occupies? Ground Floor Other _____
- Number of Floors/Levels? 1 2-4 5-10 11+ None
- Remaining floors occupied by? Residential Commercial Combination
- Approximate square footage? 0-250 251-500 501-2,000 2001 +

| | |
|---|--|
| Business appears as represented? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Further Comments by Representative (must complete): <u>Typical City/County government division</u> |
| Business is open and operating? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| The Merchant <input type="checkbox"/> Owns <input type="checkbox"/> Leases the business premises. # OF YEARS: _____ | |

Does Merchant use a fulfillment house? Yes No If Yes, was the fulfillment house inspected Yes No

I hereby verify that this application has been reviewed and executed by MERCHANT and that I physically inspected the business premises of the MERCHANT at this address and the information stated above is true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF the undersigned verifies and has inspected:

Representative's Signature X _____ Print Name _____ Date _____

Cardholder Data Storage Compliance & Service Provider

PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your POS system pass, transmit, store or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standard) compliant or you (merchant) must validate PCI DSS compliance (see 1(b) below and questions 3 and 4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.

| | |
|--|--|
| 1. Have you ever experienced an Account Data Compromise "ADC"? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide date of compromise? _____ |
| a) Have you validated PCI DSS (Payment Card Industry Data Security Standard) compliance? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, go to 1(b); if no, go to #2 |
| b) Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ"? | Date: _____ |
| c) What is the name of your Qualified Security Assess ("QSA")? Or, Self Assessment Questionnaire ("SAQ")? | Name: _____ Or check "SAQ" <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D |
| d) Date of last scan? Approved Scanning Vendor's name? | Date: _____ Name: _____ |
| 2. Are you using a "dial-up" terminal or "TTC" Touch Tone Capture? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Do you or your Service Provider(s) receive, pass, transmit or store the Full Cardholder Number "FCN", electronically? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, where is card data stored? <input type="checkbox"/> Merchant's location only <input type="checkbox"/> Merchant's Headquarters/Corp office only <input type="checkbox"/> Primary Service Provider <input type="checkbox"/> Both Merchant and Service Provider(s) <input type="checkbox"/> Other Service Provider <input type="checkbox"/> All Apply |
| 4. What Primary Service Provider/Software Developer did you purchase your point of sale "POS" application from (ie software, gateway)? | Name: <u>N/A</u> |
| a) What is the name of the Service Provider/Software Developer's application? Software Version #? | Name: <u>N/A</u> Number: <u>N/A</u> |
| b) Do your transactions process through any other Service Provider (ie web hosting companies, gateways, corporate office)? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, name the other Service Provider: _____ |

Additional Credit/Site Survey Information from All Merchants

| | |
|--|---|
| Site | |
| 1. Are customers required to leave a deposit? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, percent of deposit required: _____ % |
| 2. Return Policy? | <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input checked="" type="checkbox"/> None |
| 3. Do you have a refund policy for MC/Visa/Discover® Network/American Express OnePoint Sales? Within how many days do you submit credit transactions? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, check one: <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit <input type="checkbox"/> MC/ Visa /Discover Network/American Express OnePoint Credit. <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14 |
| 4. Advertising Method (Attach at least one)? | <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input checked="" type="checkbox"/> Other <i>Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.</i> |
| 5. Previous Processor? Reason For Leaving? | Name: <u>N/A</u> <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: |

Additional Credit/Site Survey Information from All Merchants (continued)

Mail / Telephone Order / Business to Business / Internet Information

| | |
|--|--|
| 1. % sales represent business to business vs business to consumer? | Business to Business <u>0</u> % + Business to Consumer <u>100</u> % (must = 100%) |
| 2. % bankcard sales represent business to business vs business to consumer? | Business to Business <u>0</u> % + Business to Consumer <u>100</u> % (must = 100%) |
| 3. What is the time frame from transaction to delivery? | Give % of orders delivered in: 0-7 days <u>100</u> % + 8-14 days <u>0</u> % + 15-30 days <u>0</u> % + over 30 days <u>0</u> % (must = 100%) |
| 4. When are MC/Visa /Discover Network/American Express OnePoint sales deposited (check one)? | <input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input checked="" type="checkbox"/> Other (specify): <u>Date of Collection</u> |
| 5. Who performs product / service fulfillment? (Describe how the transaction works, from order taking to merchant fulfillment. Attach additional sheet if necessary) | <input type="checkbox"/> Direct <input type="checkbox"/> Vendor <input type="checkbox"/> Other (describe): <u>N/A</u> If vendor, Name: <u>N/A</u> Phone: _____ Address: _____ City/State/Zip: _____ |
| 6. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e. cardholder authorizes initial sale only)? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Name: _____ Address: _____ City/State/Zip: _____ |

Transaction Information and Set Up

| Financial Data | | Where are sales transacted? (must = 100%) | |
|---|---|--|---|
| Gross YEARLY Sales Volume (Cash + Credit + Debit + Check) | \$ <u>250,000.00</u> | Store Front/Swiped | <u>100</u> % |
| Average YEARLY MC/Visa/Discover Network/American Express OnePoint Volume | \$ <u>150,000.00</u> | Internet | <u>0</u> % |
| Average MC/Visa/Discover Network/American Express OnePoint Ticket (Estimate If Never Processed in Past) | \$ <u>450.00</u> | Mail Order | <u>0</u> % |
| Highest Ticket Amount | \$ <u>2,500.00</u> | Telephone Order | <u>0</u> % |
| Seasonal? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Total | <u>100</u> % |
| List High Volume Months Open: | | | |
| Process Method: <input type="checkbox"/> EDC <input type="checkbox"/> Touchtone | # of TID's: _____ | Cash Back: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Dial Up: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Auto Close: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, time: _____ | <input type="checkbox"/> A.M. <input type="checkbox"/> P.M. | Tip Line: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | | Imprinter: <input type="checkbox"/> Own <input type="checkbox"/> Purchase | |

Lease Information **Not Applicable**

Lease Company: (04) First Data Global Leasing. Lease Term: N/A Mos. Annual Tax Handling Fee: \$10.20
 Total Monthly Lease Charge: \$N/A w/o taxes, late fee, or other charges that may apply - See Lease Agreement in Program Guide for details.
This is a non-cancelable lease for the full term indicated.

American Express

Select one:
 American Express OnePoint/Full Service (EDC)
 American Express ESA /Pass Through *
 *American Express Monthly Flat Fee or Discount Rate may apply.

| | | | |
|--|----------------------------|------------------------------|-------------|
| American Express Authorization | \$ <u>0</u> /item <u>0</u> | American Express Monthly Fee | \$ <u>0</u> |
| American Express Discount Rate | <u>0</u> % | Flat Per Transaction Fee | \$ _____ |
| American Express Prepaid Discount Rate | % _____ | Flat Per Transaction Fee | \$ _____ |

| American Express OnePoint: | Rate | Per Item | | Rate | | Rate |
|-----------------------------------|----------|----------|---|----------|---|----------|
| Retail ** | <u>0</u> | <u>0</u> | Fast Food Restaurant | <u>0</u> | Lodging | <u>0</u> |
| Restaurant** | <u>0</u> | <u>0</u> | Mail Order & Internet | <u>0</u> | Telecommunications | <u>0</u> |
| Prepaid Card | <u>0</u> | <u>0</u> | Supermarkets | <u>0</u> | Education | <u>0</u> |
| B2B | <u>0</u> | <u>0</u> | Other Transportation | <u>0</u> | Independent Gas Station | <u>0</u> |
| Services, Wholesale & All Other | <u>0</u> | <u>0</u> | Healthcare-Office Based Doctor/Dentist | <u>0</u> | Telecommunications-Cable/Computer Network | <u>0</u> |
| Travel Agencies/Tour Operators ** | <u>0</u> | <u>0</u> | **0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards. This fee applies to both OnePoint and ESA. | | | |

**An inbound fee of .40% will be applied to any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries.

Not Applicable Fee Schedule **Not Applicable**

Do you accept all MasterCard, Visa and Discover network transactions? (Unless you select boxes below, ECS will assume you accept all)

| MasterCard Acceptance | Visa Acceptance | Discover Network Acceptance |
|--|--|--|
| <input type="checkbox"/> Accept MC Credit transactions only | <input type="checkbox"/> Accept Visa Credit transactions only | <input type="checkbox"/> Accept Discover Network Credit transactions only |
| <input type="checkbox"/> Accept MC Non-PIN Debit transactions only | <input type="checkbox"/> Accept Visa Non-PIN Debit transactions only | <input type="checkbox"/> Accept Discover Network Non-PIN Debit transactions only |

See Section 1.9 of the Program Guide for details regarding limited acceptance. Discount Collected? Daily Monthly

Three Available Plans (Select Only One) **Not Applicable** Please note that discount fees are based on Gross Sales Volume, except the "Other Volume Percent" is based on Net Volume

| Discount | Trans. Fee | Discount | Trans. Fee | Discount | Trans. Fee |
|-----------------------|------------------------|----------------------|------------------------|--------------------------|------------------------|
| MC Qual Credit | <u>0</u> % \$ <u>0</u> | Visa Qual Credit | <u>0</u> % \$ <u>0</u> | Discover Qual Credit | <u>0</u> % \$ <u>0</u> |
| MC Mid-Qual Credit | <u>0</u> % \$ <u>0</u> | Visa Mid-Qual Credit | <u>0</u> % \$ <u>0</u> | Discover Mid-Qual Credit | <u>0</u> % \$ <u>0</u> |
| MC Non-Qual Credit | <u>0</u> % \$ <u>0</u> | Visa Non-Qual Credit | <u>0</u> % \$ <u>0</u> | Discover Non-Qual Credit | <u>0</u> % \$ <u>0</u> |
| MC Worldcard Qual | <u>0</u> % \$ <u>0</u> | Visa Rewards 1 | <u>0</u> % \$ <u>0</u> | | |
| MC Worldcard Mid-Qual | <u>0</u> % \$ <u>0</u> | Visa Rewards 2 | <u>0</u> % \$ <u>0</u> | | |
| MC Worldcard Non-Qual | <u>0</u> % \$ <u>0</u> | | | | |
| MC Qual Debit | <u>0</u> % \$ <u>0</u> | Visa Qual Debit | <u>0</u> % \$ <u>0</u> | Discover Qual Debit | <u>0</u> % \$ <u>0</u> |
| MC Mid-Qual Debit | <u>0</u> % \$ <u>0</u> | Visa Mid-Qual Debit | <u>0</u> % \$ <u>0</u> | Discover Mid-Qual Debit | <u>0</u> % \$ <u>0</u> |
| MC Non-Qual Debit | <u>0</u> % \$ <u>0</u> | Visa Non-Qual Debit | <u>0</u> % \$ <u>0</u> | Discover Non-Qual Debit | <u>0</u> % \$ <u>0</u> |

ERR Or Select

| Discount | Non-Qual Fee | Discount | Non-Qual Fee | Discount | Non-Qual Fee |
|----------------|--------------|------------------|--------------|----------------------|--------------|
| MC Qual Credit | % | Visa Qual Credit | % | Discover Qual Credit | % |
| MC Qual Debit | % | Visa Qual Debit | % | Discover Qual Debit | % |

Three Available Plans (Select Only One) continued Please note that discount fees are based on Gross Sales Volume, except the "Other Volume Percent" is based on Net Volume

| | | | | | |
|---|----------|--|----------|----------------------|----------|
| <input type="checkbox"/> Pass Through Interchange (includes dues and assessments) | | Or Select | | | |
| | Discount | | Discount | | Discount |
| MC Qual Credit | % | Visa Qual Credit | % | Discover Qual Credit | % |
| MC Qual Debit | % | Visa Qual Debit | % | Discover Qual Debit | % |
| Other Item Rate | \$ /item | Other Volume Percent (Percent of Net Volume) | | | % |

Authorization, Capture and Service Fees

| | | | | | |
|------------------------------|---|---|---|--|---|
| Miscellaneous | | | | | |
| Dues and Assessments | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | MC, Visa, Discover, American Express Auth Fee | \$ 0 /item | Batch Fee | \$ 0 /item |
| Chargeback Fee | \$ 0 /item | Voice Authorization | \$ 0 /item | Online Access | \$ 0 /month |
| Retrieval Fee (12B Letter) | \$ 0 /item | Electronic AVS Fee | \$ 0 /item | Reg Compliance | \$ 0 /month |
| Return Trans. Fee | \$ 0 /item | Voice AVS Fee | \$ 0 /item | Gold Package | \$ /month |
| Sales Trans. Fee | \$ 0 /item | ARU Fee | \$ 0 /item | PCI Monthly Fee | \$ 0 /month |
| Help Desk | \$ 0 /per call | One time set up fee | \$ | Annual Fee | \$ 0 |
| Statement Fee | \$ 0 /monthly | Minimum Monthly Fee | \$ /monthly | Other: | \$ /month |
| Pass Visa ACQ ISA Fee | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Pass Visa Acquirer Processing Fee | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Pass MC Cross Border Fee | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Pass Visa Misuse of Auth Fee | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Pass Visa Zero Floor Limit Fee | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Pass Visa Intl Acquirer Fee | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Pass MC Acquirer Support Fee | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Early Termination (Refer to Part IV Section A.3 of the Program Guide) | | Pass MC Natl Acquirer Brand Usage (NABU) Fee | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

PIN Debit

| | | | |
|---------------------------------|---|-------------------------------|-------------|
| Pass Through Debit Network Fees | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Debit Access | \$ 0 /month |
| Other Item Rate | \$ 0 /item | Other Volume Percent Per Item | 0 % |

Virtual Terminal

| | | | | | |
|---------------------------|------|----------------------------|-------------|-------------------|------------|
| Set Up Fee (one time fee) | \$ 0 | Gateway Monthly Access Fee | \$ 0 /month | Authorization Fee | \$ 0 /item |
|---------------------------|------|----------------------------|-------------|-------------------|------------|

Wireless Fee Schedule

| | | | | | |
|---|------|---|------|--------------------------|------|
| Wireless Activation Fee | \$ 0 | Wireless Service Fee (Monthly) | \$ 0 | Wireless Transaction Fee | \$ 0 |
| <input type="checkbox"/> Wireless Terminal Type N/A | | <input type="checkbox"/> Smart Phone Type N/A | | | |

Fleet

| | | | | | | | |
|----------------|-----------------|------------|---------|-----------------|------------|--------------|-----|
| Wright Express | Other Item Rate | \$ 0 /item | Voyager | Other Item Rate | \$ 0 /item | Voyager Qual | 0 % |
|----------------|-----------------|------------|---------|-----------------|------------|--------------|-----|

TeleCheck

Split Dial License # MICR ECA Warranty Mail Order Hold Check Paper Warranty C.O.D.

SE# N/A TeleCheck Rates & Fees Yes No

Inquiry Rate 0 % December Risk Surcharge .10% Per TXN Fee \$ 0 Monthly Minimum Fee (per location) \$25.00

ACH Processing Fee \$5.00 Client Requested Operator Call (CROC) \$2.50 ECA Chargeback Fee (Only charged when entitled with TeleCheck) \$5.00

Stmnt/Processing Fee \$5.00 See agreement for definitions, warranty requirements, and any additional fees.

EBT

| | |
|------------------------|--|
| Food Stamps # N/A | Cash Benefits # N/A |
| Food Stamps (per item) | Cash Benefits (per item) |
| Other | Pass ACQ ISA Fee? <input type="checkbox"/> Yes <input type="checkbox"/> No |

Telecheck ACH Authorization **Not Applicable**

ACH Debit and Credit Authorizations: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Authorized Signature on TeleCheck Account for ACH Name (printed) N/A Title N/A Date N/A

Personal Guarantee **Not Applicable**

US Alliance Group, Inc doing business as Electronic Cash Systems (ECS), Wells Fargo Bank, N.A., American Express, and TeleCheck, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or TeleCheck/TRS Services Agreement, and/or the American Express Card Acceptance Agreement the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

X _____ N/A N/A
Personal Guarantee Signature Name (printed) Date

X _____ N/A N/A
Personal Guarantee Signature Name (printed) Date

Bank Information (Attach Voided Check or Bank Letter)

| | | | |
|--|------------------------|---|------------------------|
| Routing Number | DDA/Checking Account # | Routing Number | DDA/Checking Account # |
| Bank1: | Bank 2: | | |
| Include a pre-printed voided check with purpose of account clearly marked on check | | | |
| (office use only) Authorization Grid ID# | | (office use only) User Defined Grid ID# | |

Merchant Acceptance of Credit/Debit Card Processing Program

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide [Version ECS1704(ia)] and Confirmation Page, which is part of this Merchant Processing Application and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Transaction Information and Set Up section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement, TeleCheck Services Agreement, and the American Express Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purpose of the TeleCheck Services Agreement and American Express Card Acceptance Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank reference, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of the information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize Electronic Cash Systems (ECS) and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct ECS and AXP and AXP's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how AXP protects your privacy and how AXP uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200.

I understand that upon AXP's approval of the Application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for ECS to perform services for AXP or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the ECS servicing program that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

Client authorizes ECS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by ECS and Bank.

Client's Business Principal Officer:

| | | | |
|-----------|----------------|-------|------|
| Signature | Name (printed) | Title | Date |
|-----------|----------------|-------|------|

| | | | |
|-----------|----------------|-------|------|
| Signature | Name (printed) | Title | Date |
|-----------|----------------|-------|------|

Accepted By US Alliance Group, Inc. dba Electronic Cash Systems (ECS):

| | | | |
|-----------|----------------|-------|------|
| Signature | Name (printed) | Title | Date |
|-----------|----------------|-------|------|

Accepted By Wells Fargo Bank, N.A., 1200 Montego, Walnut Creek, CA 94598

| | | | |
|-----------|----------------|-------|------|
| Signature | Name (printed) | Title | Date |
|-----------|----------------|-------|------|

PROCESSOR INFORMATION: Name: Electronic Cash Systems
 Address: 27422 Portola Parkway, Suite 110, Foothill Ranch, CA 92610
 URL: _____ Customer Service #: 1-888-327-2860

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction..
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20, 27.7, 30.3, and 32.10 of the Card General Terms; or Section 1.14 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.6), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1 of the TeleCheck Services Agreement.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

10. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the merchant Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version ECS1704(ia)] consisting of 46 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____ Title _____ Date _____

Please Print Name of Signer _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Warrant Redemption Program (WRP)
Memorandum of Understanding

This Memorandum of Understanding (MOU) represents a mutual understanding between **Vigilant Solutions Inc. (Vigilant)** and Guadalupe County (**Agency**) concerning their collective objectives regarding the warrant settlement / redemption and public safety enhancement program entitled **Warrant Redemption Program (WRP)**.

Definitions:

"Law Enforcement Agency (Agency)" means a law enforcement agency or other applicable governmental agency that has executed a Memorandum of Understanding to participate in the Warrant Redemption Program sponsored by Vigilant.

"Mobile License Plate Recognition System (MLPRS)" means Vigilant's combination software/hardware License Plate Recognition (LPR) system, a customized solution that enables automated reading and "Warrant-List" matching of car license plates passing through LPR video cameras connected to Vigilant provided hardware and software system(s).

"Law Enforcement Archival Reporting Network Server (LEARN Server)" means Vigilant's hosted server application, installed on Vigilant's National LPR server for law enforcement residing in the Washington DC metro area.

"Warrant-List" means an electronic list of outstanding class "C" warrants to be loaded within the MLPRS so that the MLPRS can alert operators when the MLPRS has scanned a vehicle associated with an outstanding warrant. Each Warrant-List record will include as a minimum: 1) vehicle license plate number; 2) vehicle state of registration; and 3) warrant type.

"Pay My Warrants (PMW)" means a web based payment processing gateway and transaction log website integrated with the Vigilant MLPRS for the purposes of processing warrant settlement payments and logging such transactions.

Term of MOU:

Execution of this MOU entitles Agency to receive the WRP Deliverables (defined below), which shall be provided to Agency by Vigilant at no charge. Agency bears no financial responsibility for the WRP Deliverables with regards to acquisition costs, maintenance costs, software update costs, hosted server costs, or any other costs. Agency only needs to install the WRP Deliverables in conjunction with existing agency Mobile Data Computers (MDC), and hardware already residing within designated Agency appointed service vehicle(s). It is required that the Agency provides an internet connection (Broadband connection or similar) to an existing MDC in order for all WRP Deliverables to function as intended. All LPR vehicle scan data acquired by the WRP Deliverables shall be automatically uploaded to a Vigilant LEARN Server account, all warrant data will be uploaded to a Vigilant PMW server account (both managed by your Agency), and all Warrant-List files loaded to your agency's LEARN Server account will be automatically synchronized with both the LEARN and PMW web servers.

Agency agrees to utilize 'best efforts' in operating the MLPRS for the purpose of identifying and locating vehicles associated with outstanding warrant absconders, enforcing Agency jurisdiction's outstanding warrants pertaining to such absconders using existing or supplementary personnel as Agency resources permit, and using the PMW portal to financially settle such warrants in accordance with Agency and Court policy. No additional staffing is required by this MOU. LPR runs effectively in the background and in support of the usual mission tasks of the Agency. Nothing within this MOU should be construed as an attempt to influence Agency's policy with regards to how outstanding warrants are processed or influence Agency's

public safety mission in any way. Agency is not liable to meet any specific targets or operational goals of the WRP. However, Vigilant, as the provider of the program equipment and services, may provide thirty (30) day notice of “program re-allocation” to Agency at any time, at what point Vigilant would reclaim all deliverables for alternative Agency allocation. Agency understands that while it has no numerical commitments or requirements in terms of the number of warrants processed under the WRP, if the number of warrant settlements made as a result of the program does not meet the minimal metric discussed above, the program may be subject to re-allocation by Vigilant so that the public safety benefit might be transferred to another participating Agency wherein the activities of warrant enforcement are more aligned with such Agency’s mission.

WRP Deliverables:

Vigilant will provide the following to each WRP participating agency:

- Vigilant’s CarDetector mobile LPR software
- Three mobile LPR cameras, GPS receiver & Power stabilizer (Per MLPRS)
- Single point power wiring kit via cigarette lighter and/or direct to battery connection
- Credit Card Swiper and Receipt Printer – Each USB Connected
- No permanent changes to vehicle electrical systems are required nor does the system draw excessive power

Agency Understandings and Objectives:

The following are the key objectives of the Agency:

- Agency shall sign and execute this Vigilant MOU, to be returned to Vigilant
- Agency will apply for a Credit Card Processing Merchant Account and become the Merchant of record for all financial warrant settlement transactions
 - This allows for warrant settlement funds to be deposited directly into the client’s financial accounts
- Agency shall sign a ‘Split-Funding Agreement’, as found in Exhibit A, with Vigilant regarding the warrant settlements
 - Please see below section entitled ‘Vigilant Remuneration’ for more details
- Agency shall be willing to receive and, if requested by Vigilant, return the WRP Deliverables provided by Vigilant
- Agency shall complete the following within 30 days of receiving the WRP Deliverables:
 - Schedule installation of the MLPRS Kit(s) with Vigilant certified technician (provided by Vigilant)
 - Installation of the WRP Deliverable peripherals (software/hardware) onto your Agency provided patrol MDCs
 - Agency MDC’s used for this program are required to have broadband internet connectivity
 - Connection of the MLPRS to the designated LEARN Server account
- Agency shall put forward 'best efforts' to enforce financial settlement of MLPRS alerted license plate matches against the Warrant-List, therefore expediting and accelerating the normal rate of warrant clearance and redemption
- Agency shall provide a Warrant-List (target absconder list) containing valid 'C' class warrants, with automated update access of the warrant data file, to Vigilant for public records hygiene and updating
 - Please see below section entitled ‘Warrant-List Support’ for more details

Vigilant Obligation:

The following are the key obligations of Vigilant:

- Vigilant will provide and deliver the WRP Deliverables to the designated Agency address, including all required system software and hardware components (less the required MDC for each MLPRS unit)
- A Vigilant certified technician will schedule both on-site and after-visit telephone support in order to assist in the startup of your system(s) as required based on agency's expertise
- Vigilant will make available to Agency a standard LEARN Server account and support its use throughout WRP participation period, including Agency general LPR use
- Vigilant will facilitate the data sharing of all acquired LPR data (vehicle locations), resulting from Agency's use of the MLPRS, with the local Law Enforcement Agency servicing the City's public safety needs – this includes offering the City's local Police Department full access to Vigilant's LEARN server and all associated data analytics and criminal analysis tool sets.

Agency Hardware Provisions:

Agency shall make available the following hardware components for each MLRPS:

- Mobile Data Computer Unit (MDC)
 - Windows XP or Windows 7 Operating System
 - Core 2 Duo 2.0 GHz processor w/ 4GB SDRAM or greater
 - Wireless communication device (Cellular, or Broadband)

Vigilant Warrant-List Support:

Agency shall make the Warrant List available to Vigilant as follows:

- The warrant file (and associated Agency updates) shall be accessible to Vigilant's Court Management System (CMS) Integration Partner via server download with Agency server access provided by your Agency
- Vigilant's CMS will make updates to bring warrant data to most current based on public record sources
 - Vigilant (or CMS) shall extract the list of then outstanding warrant data so that Vigilant's 3rd party public records providers may update the warrant data (within the context of the client's law enforcement permissible purpose) to attach up to date vehicle registration data (license plates) in an effort to create a suitable warrant list for law enforcement use to be used with the MLPRS
- Warrant information and any appended vehicle registration information shall only be made available to your Agency, Vigilant and the CMS Integrator. There shall be no other dissemination or use of warrant data other than for the specific use of providing services to your Agency.
- The aforementioned process is referred to as "MLPRS Warrant-list Hygiene" and Vigilant (in conjunction with its CMS integrator) shall perform this MLPRS Warrant-List Hygiene procedure at the beginning of the WRP program engagement, and continue to perform such Cleaning on an 'As Needed' basis' such that new warrant data can be added to the warrant Warrant-List as time goes by.
- Your Agency shall also authorize Vigilant to access your Court Management Software in order that Vigilant and/or Vigilant's CMS integrator may provide case updates to your Case Management Software (to the extent your Agency desires such updates) upon having outstanding warrants settled in full
- Each Warrant entry shall contain the 'Warrant Value' which includes the monetary value that represents a financial settlement amount satisfactory to the Agency

Vigilant Remuneration:

- Agency agrees that Vigilant shall 'lift' the 'Warrant Value' by of 25 % (Twenty Five Percent), therefore constituting the absconder payee's 'Total Settlement' amount
- The entirety of the 'Total Settlement' amount shall be directly split with Vigilant such that Vigilant shall receive an automated 'Split Payment' of 20% (twenty percent) of the 'Total Settlement' value, considered to be Vigilant Remuneration
- The Vigilant Remuneration ('Split Payment') shall be Vigilant's sole remuneration for all products and services provided to Agency under this agreement
- Agency agrees to sign the Credit Card 'Split-Funding Agreement', found in Exhibit A, therefore authorizing the merchant service provider to directly deposit the 'Total Settlement' 'Split Amount' into a Vigilant designated bank account, therefore remunerating Vigilant for provided products and services provided
- All Credit Card transaction fees and service charges shall be \$0 charge to the Agency and shall be Vigilant's responsibility to be paid from Vigilant's Remuneration
- Vigilant agrees to pay back all 'Charge Back' monies, charged back to the Agency from absconder payment conflicts, in full on a monthly basis by way of check by mail based on Charge Back claims reported to Vigilant per the Notices section of this agreement by the Agency within thirty (30) days of absconder actual Charge Back

Financial Economic Example (Lift = 25% / Split Payment = 20%):

| Warrant Value | Lift | Total Settlement | Vigilant Split Payment | Payment to Agency | Vigilant Remuneration |
|---------------|-------|------------------|------------------------|-------------------|-----------------------|
| \$ 215.00 | 25.0% | \$ 268.75 | 20.0% | \$ 215.00 | \$ 53.75 |

Ownership and Termination:

The WRP Deliverables remain the property of Vigilant. The hardware and software components are owned by and titled to Vigilant. This MOU does not constitute sale of any piece, part or portion of the WRP Deliverables contents. Vigilant retains title and ownership of the software and hardware components related to the WRP Deliverables and all other materials included as part of the WRP Deliverables package.

The MOU shall commence once executed until terminated. Either party, Vigilant or your Agency, may terminate this MOU 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 your Agency will immediately cease all use of MLPRS and will return MLPRS to Vigilant. No financial commitment by your agency is required to participate in this program and participation has a zero fiscal impact on your agency for acquisition and a positive effect on collections of outstanding warrant and fines due your sponsoring level of government.

In the event of program termination, and by way of your Agency providing written request to Vigilant, your Agency will be given a copy of all LPR data acquired by program issued MLPRS in standard XML format. However, the original LPR data shall also remain on the Vigilant LEARN Server and ownership of such data shall remain with Vigilant for purposes of sharing such data with other law enforcement agencies or for internal processing by Vigilant so long as such internal processing is in accordance with, and pursuant to, a permissible purpose set forth under the federal Drivers Privacy Protection Act (DPPA).

Indemnification

Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

Information Confidentiality

Any information that may be exchanged pursuant to or under this Agreement shall not be used for purpose other than those covered in the scope of work without prior approval of all parties to this Agreement.

Confidentiality and Data Security – All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Vigilant in connection with this Agreement is confidential, proprietary information owned by the Agency. Except as specifically provided in this Agreement, Vigilant and its agents, employees, and contractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the Chief of Police of the Agency, or designee.

The Agency does not guarantee and is not liable to Vigilant for the accuracy of any information.

Notices

All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

| | |
|---|---|
| Vigilant Solutions, Inc. Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551 Fax: (925) 398-2113 | Affiliate: Guadalupe County Attn: County Judge’s Office Address: 211 W Court Street Seguin, TX 78155 Fax: (830) 303-4188 Ext. 1312 |
|---|---|

Authorization:

IN WITNESS WHEREOF, Vigilant the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

| | | | |
|----------------|--------------------------|------------|------------------|
| Provider: | Vigilant Solutions, Inc. | Agency: | Guadalupe County |
| Authorization: | Joseph L. Harzewski III | Officer: | Kyle Kutscher |
| Title: | Vice President | Title: | County Judge |
| Date: | _____ | Date: | _____ |
| Signature: | _____ | Signature: | _____ |

Address Correspondence about this document to:

Joe Harzewski - Vice President
Tel: 818-915-8085 / Fax: 925-398-2113
Email: joe.harzewski@vigilantsolutions.com

Vigilant 'Warrant Redemption Program' Agency Contact Form

City: N/A Law Enforcement Agency: Guadalupe County

Provide number of requested MLPRS: 7 (Seven)

Agency Contact:

Person whom will function as the main Agency contact for Vigilant regarding the 'Warrant Redemption Program'.

Name/Position Michael Skrobarcek
Department Constable, Precinct 3
Address 307 W Court St.
City/State/Zip Seguin, TX 78155
Telephone 210-945-4048 Fax 210-945-8544
E-mail mskrobarcek@co.guadalupe.tx.us

Site Technical / Integrator / Representative:

Person who will receive technical support and install 'Warrant Redemption Program' Deliverables.

Name Guadalupe County Sheriff & Deputies, Constables 1, 2, 3 & 4
Dept. Guadalupe County Sheriff & Deputies, Constables 1, 2, 3 & 4
Telephone 210-945-4048 Fax 210-945-8544
E-mail mskrobarcek@co.guadalupe.tx.us

Return to: Vigilant Solutions, Inc. Phone: 925-398-2079
2021 Las Positas Court Suite # 101 Fax: 925-398-2113
Livermore, CA 94551

Support Email: support@vigilantsolutions.com

Sales Email: sales@vigilantsupport.com

Exhibit A – SPLIT-FUNDING AGREEMENT

This Split-Funding Agreement (“Agreement”) is entered into between Vigilant Solutions Inc. (“Payee”) and

Guadalupe County (“Merchant”) and shall be effective as of the _____ day of _____ 20____ (“Effective Date”).

BACKGROUND: Merchant has executed the Merchant Processing Agreement (“Agreement”) by and between ECS and Merchant, with services provided by a transaction processor (“Processor”) and a card association sponsor bank (“Bank”) to provide credit and debit processing services. Merchant has executed an agreement with Vigilant Solutions Inc. (“Payee”) that stipulates/requires Merchant direct and pay a percentage of its future credit and debit card receipts to Payee (“WRP MOU”) and that Merchant cause ECS and the processor to take certain other actions described in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Merchant, ECS, and Payee agree as follows:

1. Merchant Authorization. Merchant irrevocably authorizes and instructs ECS to (i) withhold (or cause to withhold) 20% (Twenty percent) of Merchant’s daily gross credit and debit card processing receipts (“Split Payment”) from deposit into Merchant’s Settlement Account and to (ii) redirect and pay (or cause to redirect and pay) such percentage to an account designated by Payee (“Payee Account”) until Payee sends written notice to ECS that the Merchant has satisfied its obligations under the WRP MOU.

2. Acknowledgment. Merchant acknowledges that nothing in this Split-Funding Agreement shall relieve Merchant of its obligations or deprive ECS of its rights under the Merchant Agreement.

3. Indemnification. Merchant will indemnify and hold harmless each of ECS, processor, and sponsoring bank and their respective agents, employees, representatives and their respective successors and assigns harmless from all liabilities, claims, demands, actions or judgments, including but not limited to attorneys’ fees, arising out of or resulting from the acts or omissions of the Merchant, its employees, officers, or agents in connection with this Split-Funding Agreement. Each of Merchant and Payee will indemnify, defend and hold ECS from and against all liabilities, losses, claims, damages and disputes suffered or incurred as a result of any actions in reliance on the terms of this Split-Funding Agreement or otherwise in connection with the Agreement.

4. Term and Termination. This Agreement shall commence on the Effective Date and shall continue in force until Payee sends written notice to ECS, that the Merchant has satisfied its obligations under the WRP MOU.

5. General. If any provision of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired, and the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the parties as nearly as possible in accordance with applicable law. This Agreement together with the Merchant Processing Agreement contains the full and complete understanding of Payee and Merchant regarding the matters described in this Split-Funding Agreement and supersedes all prior agreements and understandings between the parties with respect to the entire subject matter. This Split-Funding Agreement shall be governed by California law. The sole and exclusive venue for hearing disputes under this Agreement shall be the state or federal courts of Orange County, California. This Split-Funding Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, and to the benefit of Payee.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above:

| | | | |
|---------------------|-------------------------------------|---------------------|--------------------------------|
| Payee: | Vigilant Solutions Inc. | Merchant: | Guadalupe County |
| By: | Joseph L Harzewski III | By: | County Judge |
| Title: | Vice President | Name: | Kyle Kutscher |
| Signature: | _____ | Signature: | _____ |
| E-Mail for Notices: | joe.harzewski@vigilantsolutions.com | E-Mail for Notices: | mskrobarcek@co.guadalupe.tx.us |