



# GUADALUPE COUNTY COMMISSIONERS' COURT AGENDA ITEM REQUEST FORM

Phone (830) 303-4188, Ext. 1273 [Bridget]  
Ext. 1312 [Doreen]

Fax (830) 303-4064

Email: DoreenL@co.guadalupe.tx.us or bridget.gallegos@co.guadalupe.tx.us

**AGENDA ITEM REQUEST: DISCUSSION AND POSSIBLE MOTION TO APPROVE AMENDMENT "A" WARRANT REDEMPTION PROGRAM ("WRP") MEMORANDUM OF UNDERSTANDING WARRANT NOTICE DELIVERY INDEMNIFICATION.**

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):

Meeting Date Requested: 8/11/2015

Requested By: Jim Wolverton

If Funding is required, please explain:

Summary: Michael Skrobarcek, Constable , available for questions.

THIS SECTION TO BE COMPLETED BY A COURT MEMBER OR STAFF

AUG 04 2015

Authorized to place on agenda:

- Kutscher \_\_\_\_\_
- Seidenberger \_\_\_\_\_
- Shanafelt \_\_\_\_\_
- Wolverton Jim D. Wolverton
- Cope \_\_\_\_\_

COUNTY ATTORNEY REVIEWED:

YES NO

VERIFIED WITH:

BY: \_\_\_\_\_

Item Typed on Agenda By: Bridget

Date of Consideration: 8/11/2015

Scanned to PDF:  Hyperlinked:

ORION NAMED:

Request to be Pulled: By: \_\_\_\_\_ Date: \_\_\_\_\_ Rescheduled: \_\_\_\_\_

Comments, if any: \_\_\_\_\_

**Amendment 'A'**  
**Warrant Redemption Program ("WRP") Memorandum of Understanding**  
**Warrant Notice Delivery Indemnification**

WHEREAS, \_\_\_\_\_, ("Agency") and Vigilant Solutions, Inc. ("Vigilant") desire to amend the Warrant Redemption Program ("WRP") Memorandum of Understanding ("MOU") dated January 27, 2015 so as to permit Vigilant to perform additional services, specifically Warrant Notice Delivery;

WHEREAS, Agency and Vigilant understand that the provision of Warrant Notice Delivery services by Vigilant will require Vigilant to disseminate to Vigilant Employees and/or Sub-Contractors certain information in the form of Citation Reference Numbers associated with the Warrant-List and Agency agrees and consents to such dissemination;

WHEREAS, Agency and Vigilant desire to amend the Warrant Redemption Program ("WRP") MOU by adding this document as Amendment A to the MOU , so as to provide to Agency certain indemnification by Vigilant solely related to, and limited to Warrant Notice Delivery services;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Memorandum of Understanding dated January 27, 2015 is amended and the Parties agree as follows:

**Definitions:** "Warrant Notice Delivery" ("WND") shall be defined as, and limited to, the physical placement of a warrant notice by an Employee or Sub-Contractor of Vigilant on a vehicle identified through the use of a license plate recognition system as registered to warrant absconders.

**1. Warrant Notice Delivery Indemnification.**

**1.1 Agency Indemnification.** Subject to the terms and conditions set forth in Sections 2 (Exceptions and Limitations on) and 3 (Indemnification Procedures), Vigilant Solutions, Inc. shall indemnify, hold harmless, and defend Agency, Texas, and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Agency (collectively, "Losses"), arising out of any third-party claim alleging: (a) any grossly negligent or more culpable act or omission of Vigilant or any Vigilant Employee or Sub-Contractor (including any reckless or willful misconduct) in connection with the performance of its obligations pursuant to, or as the direct result of, Warrant Notice Delivery; (b) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Vigilant or any Vigilant Employee or Sub-Contractor (including any reckless or willful misconduct) in connection with the performance of its obligations pursuant to, or as the direct result of, Warrant Notice Delivery; and (c) any failure by Vigilant or any Vigilant Employee or Sub-Contractor to materially comply with any applicable federal, state or local laws, regulations or codes in connection with the performance of its obligations pursuant to, or as the direct result of, Warrant Notice Delivery.

**2. Exceptions and Limitations on Indemnification.**

**2.1 Exceptions.** Notwithstanding anything to the contrary in this Agreement, Vigilant is not obligated to indemnify, hold harmless or defend Agency against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Agency's:

(a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); (b) bad faith failure to comply with any of its obligations set forth in this Agreement; or (c) any claim arising out of, or related to, Agency's provision of any inaccurate information to Vigilant with regard to the Warrant List or Citation Reference Numbers.

**2.2 Sole Remedy.** SECTION 1.1 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF VIGILANT AND THE SOLE AND EXCLUSIVE REMEDY FOR AGENCY FOR ANY DAMAGES COVERED UNDER THIS WARRANT NOTICE DELIVERY INDEMNIFICATION AGREEMENT.

**3. Indemnification Procedures.**

**3.1 Notice of Third-party Claims.** Agency shall give Vigilant prompt written notice (a “Claim Notice”) of any Losses or discovery of facts on which Agency intends to base a request for indemnification under Section 1.1. Agency’s failure to provide a Claim Notice to Vigilant under this Section 3 does not relieve Vigilant of any liability that Vigilant may have to Agency, but in no event shall Vigilant be liable for any Losses that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). Agency shall furnish promptly to Vigilant copies of all papers and official documents received in respect of any Losses. Any notice under this provision shall be made pursuant to Section 4 below. Vigilant’s duty to defend applies immediately, regardless of whether Agency has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

**3.2 VIGILANT Control of Defense.** Vigilant may assume, at its sole option, control of the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 1.1 (an “Indemnified Claim”) by sending written notice of the assumption to Agency on or before ten (10) business days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct and control, through reputable independent counsel of its own choosing and at Vigilant’s sole cost and expense, the settlement or defense thereof.

**3.3 Agency’s Obligations Regarding Vigilant’s Control of Defense.** If Vigilant assumes control of the defense under Section 3.2 (Vigilant Control of Defense) Agency: (a) shall fully cooperate with Vigilant; and (b) may employ, at any time, separate counsel to represent it; provided, that Agency is solely responsible for the costs and expenses of any such separate counsel.

**3.4 Settlement of Indemnified Claims by Vigilant.** Vigilant shall give prompt written notice to Agency of any proposed settlement of an Indemnified Claim. Vigilant may not, without Agency’s prior written consent, which Agency shall not unreasonably withhold, condition or delay, settle or compromise any indemnification-related claim or consent to the entry of any indemnification-related judgment unless such settlement, compromise or consent: (a) includes an unconditional release of Agency from all liability arising out of such claim; (b) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Agency; and (c) does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of Agency.

**3.5 Settlement of Indemnified Claims by Agency.** Agency may not settle or compromise any indemnification-related claim or consent to the entry of any indemnification-related judgment without the prior written consent of Vigilant, which Vigilant shall not unreasonably withhold, condition or delay, unless: (a) if the Indemnified Claim is one for which Agency properly gave Vigilant a Claim Notice under Section 3.1 (Notice of Third-Party Claims), and Vigilant fails to assume the defense or refuses to defend the Indemnified Claim under Section 3.2 (Vigilant Control of Defense); or (b) such settlement, compromise or consent: (i) includes an unconditional release of Vigilant from all liability arising out of such claim; (ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Vigilant; and (iii) does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of Vigilant or any of Vigilant’s Sub-Contractors.

#### **4. Notices**

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 4):

If to Vigilant Solutions, Inc.	Vigilant Solutions, Inc.  2021 Las Positas Court – Suite # 101 Livermore, CA 94551  Facsimile: 925-398-2079  E-mail: <a href="mailto:steve.cintron@vigilantsolutions.com">steve.cintron@vigilantsolutions.com</a>  Attention: Steve Cintron
--------------------------------	--

If to Agency	Agency Name: _____
	Agency Address: _____
	Facsimile: _____
	E-mail: _____
	Attention: _____

**5. Amendment and Modification.**

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

**6. Governing Law.**

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.

**7. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Except as set forth in this Amendment, the Memorandum of Understanding date January 27, 2015 is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the MOU or any earlier amendment, the terms of this amendment will prevail.

Vigilant Solutions, Inc.

By: \_\_\_\_\_

Print Name: Joseph L Harzewski III

Title: Vice President

Date: 8-3-15

Agency

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

VIGIL-1

OP ID: BN

DATE (MM/DD/YYYY)

07/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Andreini & Company-San Mateo License 0208825 220 West 20th Ave San Mateo, CA 94403	Phone: 650-573-1111 Fax: 650-378-4361	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<b>INSURED</b> VaaS, Inc. 2021 Las Positas Court #101 Livermore, CA 94551		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Torus Specialty Ins. Company</td> <td>44776</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Torus Specialty Ins. Company	44776	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Torus Specialty Ins. Company	44776															
INSURER B :																
INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS OTH-ER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below
<b>A</b>	<b>Directors and Officers</b>			54284B153ASP	03/01/2015	03/01/2016	Limit 5,000,000 Retention 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

GUASEG1

Guadalupe County, Texas  
 211 W. Court Street, TX 78155

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.