



AMENDMENT TO THE VIGILANT SOLUTIONS ENTERPRISE SERVICE AGREEMENT

This document constitutes the First Amendment to that certain document entitled Enterprise Service Agreement for License Plate Recognition ("LPR") hardware components and Software products, licenses and services between Vigilant Solutions, LLC ("Vigilant") and the City of Merced, a California Charter Municipal Corporation ("Affiliate") on September 30, 2016, hereinafter referred to as "Agreement."

RECITAL

WHEREAS, it is the desire of Vigilant and Affiliate to amend certain terms of the Agreement to provide for Affiliate's purchase of LPR hardware components from Vigilant's authorized reseller, Lehr Auto, and direct payment thereto for use of the software products defined in Section 1 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recital and other consideration, the sufficiency of which is hereby acknowledged, Vigilant and the City hereby amend, modify and supplement the Agreement as follows:

XI. Miscellaneous.

N. Affiliate will separately purchase LPR hardware components from Lehr Auto, which is an Authorized Vigilant reseller, for use with the Software Produces defined in the Agreement. Affiliate shall be directly billed by Lehr Auto for the hardware components and payment for the hardware components shall be made directly to Lehr Auto. Lehr Auto is a sole source provider for Vigilant.

General Provisions.

A. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

B. Except as modified hereby, the terms and provisions of the Agreement shall remain unmodified and in full force and effect.

C. All references in this First Amendment to the "Agreement" shall refer to the Agreement as modified by the First Amendment.

D. Capitalized terms used in this First Amendment shall have the meaning ascribed to such terms in the Agreement, unless otherwise defined in this First Amendment.

E. In case of any conflict between any term or provision of this First Amendment and any term of provision of the Agreement, the term or provision of this First Amendment shall govern.

F. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.



IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the dates set forth besides their signatures below.

Company: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Senior Director Site Operations

Date: 3-27-2017

Signature: _____

Agency: City of Merced

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Kelly C. Fincher", written over a horizontal line.

KELLY C. FINCHER
Chief Deputy City Attorney