

COUNTY OF POLK

AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.0093 of the Texas Transportation Code as enacted by the 82nd Legislature of the State of Texas for the purposes of providing the County of POLK, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated _____.

In addition to the provisions of the original county agreement, TxDMV's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

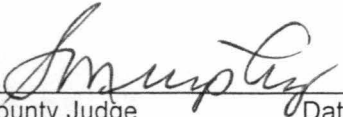
This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

* * *

The County of POLK, Texas will lease 1 additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

| Site Name | New (N) or Existing (E) Site | Site Address | Number of Items |
|------------------------|------------------------------|---|-----------------|
| POLK COUNTY TAX OFFICE | E | 416 N. WASHINGTON AVE LIVINGSTON, TX 77351 | 1 |
| | | | |
| | | | |
| | | | |


County Judge _____ Date _____
POLK County

Jeremiah Kuntz, Director Date _____
Vehicle Titles and Registration

EXHIBIT "A" To Amendment One State of Texas, County of Polk

1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased at County expense from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement."
2. Submitting a signed amendment form to Jeremiah Kuntz, Director, Vehicle Titles and Registration Division, will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be \$1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of \$2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraph 4 above.

| | Item Type | County Site | Quantity | Individual Item Cost | Total Annual Cost |
|----|---|-------------|----------|---------------------------|--------------------|
| 1. | Workstation, Basic ¹ | Tax Office | 1 | \$1,500.00 | 1,500.00 |
| 2. | Remote Sticker Printing System (Renewal) ² | | | 600.00 | -0- |
| 3. | Remote Sticker Printing System (DTA) ³ | | | 600.00 | -0- |
| 4. | Uninterrupted Power Supply | | | 125.00 | -0- |
| 5. | Printer Laser, HP 8000 (high capacity) | | | 1,100.00 | -0- |
| 6. | Additional Printer | | | 250.00 | -0- |
| 7. | Bar code reader | | | 550.00 | -0- |
| 8. | New Site Cost (one time fee) | | | 2,500.00 | -0- |
| | | | | Annual Leasing Fee | \$ 1,500.00 |

¹ The Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary), in a normal environment.

² The Remote Sticker Printing System (RSPS renewal) includes all standard items for full functionality at your subcontractor (laptop, bar code reader, printer, software, support, and two flash drives).

³ The RSPS (DTA) includes all standard items for full functionality at your subcontractor vehicle dealer (laptop, printer, software, support, and two flash drives).