

**SUPPLEMENTAL AGREEMENT TO MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LPR
CAMERAS WITHIN THE HIGHWAY RIGHT OF WAY**

STATE OF TEXAS §

COUNTY OF KENDALL §

THIS SUPPLEMENTAL AGREEMENT to the Multiple Use Agreement “Agreement”, dated 4/5/2024, allowing installation of LPR cameras within the highway right of way is entered by and through the **Texas Department of Transportation**, hereinafter referred to as “**TxDOT**”, and the **Boerne Police Department**, hereinafter referred to as “(**BPD**)”, and sets forth the additional terms and conditions for the installation and use of License Plate Reader cameras “LPR cameras” within the highway right of way.

The **Boerne Police Department** agrees to the following supplemental terms and conditions:

A. VALIDATION OF LEGITIMATE LAW ENFORCEMENT PURPOSE

1. **BPD** certifies that it has completed TxDPS’s verification process by providing all necessary information required for TxDPS to verify whether **BPD** has a legitimate law enforcement purpose for the use of LPR cameras within the highway right of way.
2. **BPD** further certifies that TxDPS has provided **BPD** with a validation letter verifying and approving the **BPD**’s use of LPR cameras within the highway right of way as for a legitimate law enforcement purpose. The **BPD** shall provide TxDOT a copy of the validation letter, which is to be attached to this Supplemental Agreement and further attached to the Agreement.

B. DATA USAGE, SHARING, AND STORAGE

1. “TxDPS LPR System” shall be defined as a system and/or network of LPR cameras installed on the highway right of way, consisting of data captured by TxDPS LPR cameras and data captured by any participating local, state, and federal agencies, if any, that is maintained, operated, and managed by TxDPS.
2. “LPR data” shall be defined as any and all information, including but not limited to, all images, locations, dates, and times, captured by LPR cameras operated, maintained, and installed within the highway right of way by **BPD**. In the event **BPD**’s LPR cameras are made part of TxDPS’s LPR System “LPR data” shall also be defined to include all information, including but not limited to, all images, locations, dates, and times, captured by cameras installed, operated, and maintained by TxDPS, and/or other criminal justice or law enforcement agencies cooperating with the TxDPS LPR System.
3. All LPR data shall be owned, maintained, and stored by **BPD**, or if the LPR cameras are part of the TxDPS LPR System, by TxDPS or a criminal justice or law enforcement agency cooperating with the TxDPS LPR System.
4. LPR data shall only be accessed, used, published, exchanged, or otherwise transferred by and to law enforcement or criminal justice personnel and strictly for law enforcement purposes.

LPR data shall not be accessed by, used, sold, published, exchanged, or otherwise transferred to any commercial or private entity or individual for any reason. If LPR data is currently, or later discovered to be, accessible by commercial or private entities or individuals or individuals, access to such entities or individuals shall be immediately terminated. If such accessibility is not immediately terminated TxDOT may, at its sole discretion, require the immediate removal of the LPR cameras from the highway right of way and terminate the Agreement.

5. The use, sharing, and storage of LPR data shall comply with all applicable local, state, and federal laws and regulations.

C. COMPLIANCE WITH SUPPLEMENTAL TERMS

1. **BPD** shall comply with the terms and conditions of this Supplemental Agreement.
2. **BPD** shall require any vendor it employs to assist in the operation and maintenance of its LPR cameras to comply with the terms and conditions of this Supplemental Agreement, as well as all local, state, and federal laws and regulations.
3. **BPD** shall, upon request, certify compliance with the terms and conditions of this Supplemental Agreement, and provide any and all information requested by TxDOT to ensure compliance with this Supplemental Agreement at no cost to TxDOT.
4. **BPD** acknowledges and agrees that any violation of the above terms and conditions may, at the sole discretion of TxDOT, result in the termination of the Agreement, and if terminated, the removal of all LPR cameras from within the highway right of way at the expense of **BPD**.

D. RESPONSIBILITY

1. **BPD** acknowledges that TxDOT does not have access to any LPR data. **BPD** acknowledges and agrees that **BPD** is individually responsible for obligations required under the Texas Public Records Act for requests made seeking LPR data.
2. **BPD** acknowledges that it has, and agrees to assume, full responsibility regarding the installation and use of its LPR cameras on the highway right of way, including, but not limited to, any and all responsibility pertaining to the use, storage, and release of LPR data collected by the LPR cameras and/or System authorized by this agreement.

Any person executing this Supplemental Agreement in a representative capacity hereby warrants that he/she is duly authorized to do so.

IN TESTIMONY WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in duplicate. The Supplemental Agreement becomes effective when fully executed by both parties.

Texas Department of Transportation

By: _____

Title: Maintenance Division Director

Printed Name: _____

Date: _____

(Name of Criminal Justice or Law Enforcement Agency)

By: _____

Title: Chief of Police

Printed Name: Steve M. Perez

Date: _____

(City Manager)

By: _____

Title: City Manager

Printed Name: Ben Thatcher

Date: _____