



**FOURTH AMENDMENT TO ENTERPRISE  
SERVICE AGREEMENT BETWEEN THE CITY OF  
PEMBROKE PINES AND  
VIGILANT SOLUTIONS, LLC**

**THIS IS AN AGREEMENT ("Agreement")**, dated this \_\_\_\_\_ day of \_\_\_\_\_, **2020 nunc pro tunc January 16, 2020**, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "Affiliate",

and

**VIGILANT SOLUTIONS, LLC**, a Limited Liability Company, registered in the State of Delaware, authorized to do business in the State of Florida, and with a business address of **1152 Stealth Street, Livermore, CA 94551**, hereinafter referred to as "Vigilant". "Affiliate" and "Vigilant" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, the City of Pembroke Pines Police Department field tested mobile License Plate Reader (LPR) systems and chose to utilize the Vigilant LPR system as it out-performs the other systems; and,

**WHEREAS**, Vigilant Solutions utilizes a tiered reseller channel for distribution of its Automated License Plate Reader (ALPR) product line; and

**WHEREAS**, Vetted Security Solutions is currently Vigilant Solutions' only certified reseller in the South Florida area; and,

**WHEREAS**, on September 16, 2015 The Affiliate approved the sole source purchase of the Vigilant Intelligence-Led Policing (ILP) Package with stationary License Plate Reader (LPR) hardware and two (2) compatible mobile LPR trailers from Vetted Security Solutions; and,

**WHEREAS**, on November 16, 2015 the Affiliate and Vigilant entered into the Original Enterprise Service Agreement "Original Agreement" for an initial **one (1) year** period commencing on **January 16, 2016** and terminating on **January 16, 2017**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for additional **one (1) year** service periods; and,

**WHEREAS**, on May 10, 2016, the Parties entered into the First Amendment to the Original Agreement to include the additional purchase of the Vigilant Intelligence-Led Policing (ILP) Package with stationary License Plate Reader (LPR) hardware, three (3) compatible mobile PLR



trailers, and one (1) mobile LPR 3-Camera system from Vetted Security Solutions as approved by the Affiliate on May 4, 2016, to revise the compensation amounts, and extend the term of the Agreement for an additional year, terminating on **January 16, 2018**; and,

**WHEREAS**, on February 21, 2017, the Parties entered into the Second Amendment to the Original Agreement, as amended, to include the additional purchase of the Vigilant Intelligence-Led Policing (ILP) Package with stationary License Plate Reader (LPR) hardware, two compatible mobile LPR trailers, one mobile LPR 2-Camera system, and one mobility kit from Vetted Security Solutions as approved by the Affiliate on January 11, 2017, and to extend the term of the Agreement for an additional one (1) year, terminating on **January 16, 2019**; and,

**WHEREAS**, on June 26, 2018, the Parties entered into the Third Amendment to the Original Agreement, as amended, to include the additional purchase of the Vigilant Intelligence-Led Policing (ILP) Package with stationary License Plate Reader (LPR) hardware, two compatible mobile LPR trailers, and two mobility kits from Vetted Security Solutions as approved by the Affiliate on June 6, 2018, and to include the Public Records provisions as required by statutory amendments imposed since the Parties entered into the Original Agreement and to extend the term of the Agreement for an additional **one (1) year** terminating on **January 16, 2020**; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement, as amended, and renew the terms of their contractual relationship as set forth herein; and,

**WHEREAS**, the Parties desire to amend the Original Agreement, as amended, to include the provisions for Non-Discrimination and Equal Opportunity Employment, and Scrutinized Companies, as required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

**WHEREAS**, the Parties further desire to execute the fourth **one (1) year** renewal option and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.

#### **W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** Section III (A) of the Original Agreement, entitled "Term", is hereby repealed and replaced as set forth below:

A. Term. The term of this Agreement shall expire on **January 16, 2021**, unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due





for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the existing Service Period. Pursuant to Section X below, Affiliate may also pay in advance for more than one Service Period.

**SECTION 3.** Article X of the Original Agreement, as amended, entitled "Service Package, Fees and Payment Provisions" is hereby amended by the addition of Section E as set forth below:

E. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

**SECTION 4.** Article XI of the Original Agreement, as amended, entitled "Miscellaneous" is hereby amended by the addition of Section P and Section Q, as set forth below:

P. Non-Discrimination and Equal Opportunity Employment. During the performance of this Agreement, neither the Vigilant nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Vigilant will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Vigilant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Vigilant further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

Q. Scrutinized Companies. Vigilant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

11.15.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

11.15.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

2.1 Is on the Scrutinized Companies with Activities in Sudan



List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

2.2 Is engaged in business operations in Syria.

**SECTION 5.** In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 6.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 7.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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HAS BEEN INTENTIONALLY LEFT BLANK**



**IN WITNESS OF THE FOREGOING**, the Parties have set their hands and seals the day and year first written above.

ATTEST:

**Affiliate:**

CITY OF PEMBROKE PINES

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

\_\_\_\_\_  
MARLENE D. GRAHAM,  
CITY CLERK

\_\_\_\_\_  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**Vigilant:**

VIGILANT SOLUTIONS, LLC

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

Name: Bill Quinlan

Title: Vice President Sales Operations