

**AGREEMENT COVER MEMORANDUM**

<b>To:</b>	Barbara Torres, City Clerk's Office	<b>From:</b>	Tyler Harrel, Finance	<b>Date:</b>	6/19/2018
Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.					

<b>Company:</b>	<b>Vigilant Solutions, LLC</b>
<b>Contract Purpose:</b>	Purchase Agreement – Police Department
<b>Contract Description:</b>	To renew the Purchase agreement for Automated License Plate Reader (LPR) Systems.

<b>Contract Group:</b>	Purchase	<b>Effective Date:</b>	Upon Execution
<b>Agreement Type:</b>	Amendment	<b>Expiration Date:</b>	1/16/2020
<b>Contract Type:</b>	Expense	<b>Renewal Options:</b>	Every time this purchase is made, another year is added to the agreement.
<b>Location:</b>	City Clerk's Office (Routing)	<b>Notice Period:</b>	150
<b>Contract Value:</b>	\$105,170	<b>Notice Date:</b>	8/19/2019
<b>Contract Value Description:</b>	The Contract Value of \$105,170 covers the purchasing cost of Intelligence-Led Policing (ILP) Package with stationary License Plate Reader Hardware, Two Compatible Mobile LPR Trailers, and two Mobility Kits.		

<b>Department:</b>	Police	<b>Approved by Commission:</b>	Passed
<b>Contract Manager:</b>	Chief Giustino	<b>Commission Date (if Approved or Pending):</b>	6/6/2018
<b>Procurement Method:</b>	Renewal Agreement	<b>For Commission Review:</b>	Yes
<b>Procurement Summary:</b>	Renewal Agreement	<b>Reason For Commission Review:</b>	Contract value exceeds \$25,000
<b>Account Coding(s):</b>	1-521-3001-64400 (Other Equipment)	<b>Insurance Required:</b>	No
		<b>Bonds Required:</b>	N/A

<b>Additional Notes:</b>	None.
<b>Attachments</b>	(2) Originals, Signed/Notarized/Witnessed by Vendor <ul style="list-style-type: none"> <li>• Original Agreement – 2<sup>nd</sup> Amendment</li> <li>• Exhibit A – ILP Tier Package Components</li> <li>• Quotes</li> <li>• Sole Source Letter</li> <li>• Commission Approval</li> </ul>



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

THIS AGREEMENT, dated this 26<sup>th</sup> day of June 2018, 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 "CITY",

and

**VIGILANT SOLUTIONS, LLC.**, a Delaware corporation, with a business address of **1152 Stealth Street, Livermore, CA 94551**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, the City of Pembroke Pines Police Department has field tested mobile License Plate Reader (LPR) systems and wishes 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 CITY approved the sole source purchase of the Vigilant Intelligence-Led Policing Package with stationary License Plate Reader (LPR) hardware and two compatible mobile LPR trailers from Vetted Security Solutions; and,

**WHEREAS**, the CITY and CONTRACTOR entered into the original enterprise service agreement "Original Agreement" on November 16, 2015 for an initial one (1) year period, commencing on January 16, 2016 and terminating on January 16, 2017; and,

**WHEREAS**, on May 4, 2016, the CITY approved an additional purchase of the Vigilant Intelligence-Led Policing Package with stationary License Plate Reader (LPR) hardware and three compatible mobile LPR trailers and one mobile LPR 3-Camera system from Vetted Security Solutions; and,

**WHEREAS**, the CITY and CONTRACTOR entered into the First Amendment to the original enterprise service agreement "Original Agreement" on May 10, 2016 to extend the term of the agreement for an additional year terminating January 16, 2018 and to revise the terms of the



Original Agreement; and,

**WHEREAS**, on January 11, 2017, the CITY approved an additional purchase of the Vigilant Intelligence-Led Policing Package with stationary License Plate Reader (LPR) hardware and two compatible mobile LPR trailers, one mobile LPR 2-Camera system, and one mobility kit from Vetted Security Solutions; and,

**WHEREAS**, the CITY and CONTRACTOR entered into the Second Amendment to the Original Enterprise Service Agreement "Original Agreement" on February 21, 2017, to extend the term of the agreement for an additional year terminating January 16, 2019 and to revise the terms of the Original Agreement; and,

**WHEREAS**, the PARTIES desire to amend the Original Agreement to extend term of the agreement for an additional year terminating January 16, 2020.

**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 follows:

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

**SECTION 2.** Article XI, entitled "Miscellaneous", is hereby amended by the addition of Section N and Section O, as follows:

N. The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the CITY to perform the service;
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public



records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

O. The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**SECTION 3.** Section III(A), entitled "Term" of the Original Agreement is hereby repealed and replaced with the following:

A. Term. The term of this Agreement shall expire on **January 15, 2020**, 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 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.





**SECTION 5.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, Second Amendment and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 6.** 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.

**THE REMAINDER OF THIS PAGE**

**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:

CITY:

CITY OF PEMBROKE PINES

  
MARLENE D. GRAHAM,  
CITY CLERK

BY:   
CHARLES F. DODGE  
CITY MANANGER

APPROVED AS TO FORM

  
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

VIGILANT SOLUTIONS, LLC.

  
\_\_\_\_\_

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

Steve Cintron  
Print Name

Print Name: Bill Quinlan

  
\_\_\_\_\_

Title: Vice President Sales Operations

Mehert Mengstu  
Print Name

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of VIGILANT SOLUTIONS, LLC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of VIGILANT SOLUTIONS, LLC. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

SEE ATTACHED CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT FOR  
NOTARY (2)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of ALAMEDA )

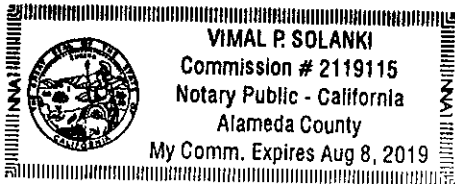
On 06/13/2018 before me, VIMAL P. SOLANKI, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared BILL QUINLAN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vimal P. Solanki, Notary Public  
Signature of Notary Public  
Vimal P. Solanki

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document THIRD AMENDMENT TO THE ENTERPRISE SERVICE AGREEMENT BETWEEN THE CITY OF PEARLBURG PINES AND VIBILANT SOLUTIONS, LLC

Title or Type of Document: AND VIBILANT SOLUTIONS, LLC

Document Date: 06/13/2018 Number of Pages: 5

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: BILL QUINLAN

☐ Corporate Officer — Title(s): VP SALES OP

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing: VIBILANT SOLUTIONS, LLC

Signer's Name: [Signature]

☐ Corporate Officer — Title(s):

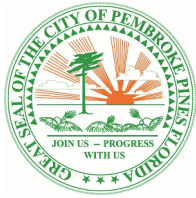
☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 9.

**File ID:** 18-0030

**Type:** Purchase

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 01/18/2018

**Short Title:** Vigilant Intelligence-LED Policing Package

**Final Action:** 06/06/2018

**Title:** MOTION TO APPROVE THE SOLE SOURCE 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 FOR A TOTAL COST OF \$105,170.

**\*Agenda Date:** 06/06/2018

**Agenda Number:** 9.

#### Internal Notes:

**Attachments:** 1. Vetted Solutions LPR Quote 5-29-18, 2. Vetted Security Solutions Sole Source Letter from Vigilant Solutions, Inc., 3. LPR Summary (2018-5-30), 4. 3rd Amendment to the Enterprise Service Agreement - Vigilant Solutions Inc, 5. 2nd Amendment to Enterprise Service Agreement - Vigilant Solutions, Inc, 6. 1st Amendment, 7. Original Enterprise Service Agreement - Vigilant Solutions, Inc., 8. Agenda (2015-09-16), 9. Agenda (2016-05-04), 10. Agenda (2017-01-11)

1 City Commission 06/06/2018 approve Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,  
Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0



MOTION TO APPROVE THE SOLE SOURCE 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 FOR A TOTAL COST OF \$105,170.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On September 16, 2015, the City Commission approved the sole source purchase of the Vigilant Intelligence-Led Policing Package with Stationary License Plate Reader (LPR) Hardware along with the purchase of two compatible mobile LPR trailers from Vettered Security Solutions for a total cost of \$83,783.40.

2. The City of Pembroke Pines Police Department would like to purchase an additional Vigilant Intelligence-Led Policing Package for the 2017-18 fiscal year, along with stationary LPR hardware, two compatible mobile LPR trailers, one mobile LPR 2-camera system, and two mobility kits.

3. Vettered Security Solutions is the sole source/certified reseller of Vigilant Solution products in the South Florida area and the City of Pembroke Pines Police Department would like to purchase the following items:

Qty.	Description	Unit Price	Total Cost
1	Vigilant Intelligence-Led Policing Package*	\$34,495.00	\$34,495.00
2	Mobile LPR Trailer 2-Camera System**	\$31,937.50	\$63,875.00
2	Upgrade to Mobility Kit for Mobile Units***	\$500.00	\$1,000.00
2	Vigilant LPR Basic Service Package for LPR Deployments	\$475.00	\$950.00
1	Installation, Training, Start-up, Delivery, etc.	\$4,850.00	\$4,850.00
1	Hosting/Maint. for the Hardware Provided by ILP Package (1 Year)	Included	Included
1	Private Data Subscription (1 Year)	Included	Included
			\$105,170.00

\*The Vigilant Intelligence Led Policing Package (ILP) comes with six (6) License Plate Reader Cameras, one (1) Mobile 2 Camera Unit, a data subscription to a license plate database and facial recognition program.

\*\*Each of the mobile LPR trailers uses two (2) cameras, therefore there will be two (2) full Mobile LPR Trailer Camera Systems that will be utilized by the Police Department as a result of this purchase.

\*\*\*The remaining cameras from the Vigilant Intelligence Led Policing Package (ILP) will also be mounted to a vehicle using the mobility kit.

4. After the expiration of the existing data subscription along with the hosting and maintenance services, the City will have the option to continue purchasing:

(A) Annual Hosting and Software Maintenance - Hosting of the data and software updates, tech support, bug fixes and user requested developmental changes. The annual cost depends

on the number of cameras that the City would have, as there is a charge per camera that is dependent on the total number of cameras owned. In this case, the total annual cost would be \$12,325 (\$425 per camera rate for 15-30 cameras). The City would own 29 cameras after this purchase (four (4) cameras that the City purchased in 2015, the nine (9) cameras the City purchased in 2016, the eight (8) cameras purchased in 2017, and the eight (8) new cameras being requested by the City to purchase now.)

(B) Annual Private Data Subscription - Vigilant Solutions Private Data has over four billion license plate reads nationwide and the FaceSearch Facial Recognition program has over three million booking photos from the State of Florida. The annual cost is based on a tiered pricing system that is dependent on the size of the agency. In this case, the total annual cost would be \$1,000.

5. The Police Department's goal is to reach a total of fifteen (15) Mobile LPR Trailer 2-Camera Systems by the end of FY 2020-2021.

6. In lieu of purchasing the Annual Private Data Subscription for \$22,500 in the future years, the Police Department would like to purchase an additional ILP package, at a cost of \$34,495, as the package would provide six (6) cameras along with the Annual Private Data Subscription. In addition, the Police Department plans to purchase two (2) compatible Mobile LPR trailers at a cost of \$31,937.50 each, and two (2) mobility kits at a cost of \$500 each, to mount the six (6) cameras that are included with the ILP package. The Police Department will continue with this planned course of action until their goal of fifteen (15) Mobile LPR Trailer 2-Camera Systems is met.

7. Request City Commission to approve the sole source 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 for a total cost of \$105,170.

#### FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$105,170.

b) **Amount budgeted for this item in Account No:** \$105,170 available in 1-521-3001-64400 (Other Equipment)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:** The annual cost for future years increases by the Annual Hosting and Software Maintenance costs for each existing camera. The annual hosting and software maintenance cost is \$500 per camera (1-14 cameras), \$425 per camera (15-30 cameras), and \$375 per camera (31-60 cameras). In addition, each future year includes the cost to purchase an additional Vigilant Intelligence Policing Package which includes the renewed Private Data Subscription along with the additional hardware.

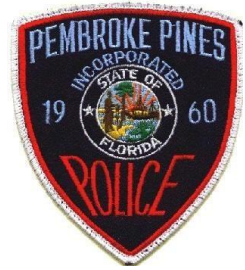
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Revenues	\$0	\$0	\$0	\$0	

Expenditures	\$105,170	\$120,290	\$120,290	\$120,290
Net Cost	\$105,170	\$120,290	\$120,290	\$120,290

**e) Detail of additional staff requirements:** Not Applicable



Vetted Security Solutions  
621 Monte Cristo Blvd  
Saint Petersburg, FL 33715  
Office: (727) 495-6396  
Cell: (901) 545-9825



Attention:	Sean Wollard	Date	5/29/18
Project Name:	Pembroke Pines ILP	Quote Number:	VS-42518_rev1

## ***PROJECT QUOTATION***

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

### **Scope of Work:**

Vetted Security Solutions proposes to provide line item quotes for (2) LPR Speed Trailers. The LPR Speed Trailer includes all hardware listed below. It is designed to be rapidly deployed by a single officer with DOT approved trailer body complete with running lights and easily removable hitch for the security of your unit once deployed.

One power switch turns the entire system on and launches the software and internet connection automatically, all the officer deploying has to do is aim the cameras and ensure he is getting good plate reads and the trailer is ready to go for active interdiction via the included Vigilant TAS client or for retention for analytical use later on.

A micro solid state PC featuring Windows 8.1 Pro OS and UltraVNC based monitoring software makes remote support for the trailer a breeze as communicating through the Cradlepoint Router remotely to the LEARN server takes any interaction with normal IT infrastructure to network infrastructure, i.e. Netmotion, Inmotion, etc. out .021 of the equation. A guaranteed 7 day runtime on full charge makes our 2 Camera LPR Trailer an industry leader in rapidly deployable fixed LPR solutions.

All licensing fees, start up and commissioning, installation fees, and all associated cost for setup of LEARN account / new customer setup are included.

Also included in this quote is an additional year of access to Vigilant Solutions ILP Package consisting of Private Data and Facial Recognition Access. **This would put the runtime through 1/16/20 of the entire feature set of ILP including private data and facial recognition access.**

Intelligence-Led Policing (ILP) from Vigilant provides you with the following tools to help you leverage different technologies to achieve greater efficiencies in your Agency while reducing crime and improving officer safety. ILP helps you accomplish this by providing all of these technologies in one packaged offering – **at over 75% savings** on average when compared to purchasing these individual items on their own!



**LEARN LPR Analytic Software:** LPR data is made useful with LEARN. Easy to use, but extremely powerful, LEARN is available to your entire agency under ILP. From the simplest of LPR Queries, to complex analytics, LEARN will help you see LPR data in an entirely new way and bring additional cases to closure.

**Unlimited Use of Vigilant LPR Data:** Known to many as NVLS, Vigilant's private LPR database is the largest in North America with over 2 billion detections growing at over 70 million a month. Your ILP package includes unlimited access to this LPR data via LEARN to help generate additional investigative leads.

**LPR System(s):** Every ILP package comes with a prescribed number of mobile or fixed LPR systems to fit the needs of your Agency. These LPR systems can aid in real-time identification and intervention on vehicles of interest, and will also assist in building additional investigative data for your Agency's use inside of LEARN.

**FaceSearch Facial Recognition:** Every ILP package also includes a turn-key facial recognition solution that works for agencies of all sizes. A hosted solution, FaceSearch is accessible via the web and also via Vigilant's Mobile Companion smartphone app. Match against Vigilant's pre-populated face image gallery, and upload your own mugshots for even better matching.

**Mobile Companion:** Vigilant's Mobile Companion encapsulates everything about ILP. Deploy the Mobile Companion across your entire agency so that everyone benefits from ILP. Mobile Companion allows for scanning and querying of license plates, addition of Hot Plates, Alert Notifications, Mobile Hit Hunter and other exclusive analytics, FaceSearch facial recognition, and more – all from your mobile device!

#### **Vehicle Installation:**

This quote includes turnkey installation of (2) two camera LPR systems on Pembroke Pines PD vehicle and includes high-impact mag mounts to secure the camera to the vehicles. This install will be non-intrusive of the vehicle and no holes are quoted as being drilled in the vehicle. Power will be drawn from switched ignition power so that system automatically turns off when the vehicle is turned off not draining battery from the vehicle. Mobility kit is also equipped with cigarette power cable in order to quickly hook up power if kit is moved from vehicle to vehicle. All licensing fees, start up and commissioning, installation fees, and all associated cost for setup of LEARN account / new customer setup are included.

Qty	Model #	Description	Line Item	Extended Total
		<b>HARDWARE Portion:</b>		
(2)	LPR-SPDTRL-WNC	<b>Mobile LPR Trailer 2-Camera System</b> <u>Software Includes:</u> <ul style="list-style-type: none"> <li>Includes CarDetector Fixed LPR Software with TAS Alert Client</li> <li>Includes Camera control package, Hot-List Management &amp; reporting capabilities</li> <li>Windows 10 Pro License</li> </ul> <u>Hardware Includes:</u> <ul style="list-style-type: none"> <li>Custom Built Battery and Equipment Enclosure w/ sliding equipment drawer</li> <li>3 200 aH sealed batteries</li> <li>Enclosed Box built into trailer body</li> <li>HDMI 10.1 Inch Sunlight Readable Monitor</li> <li>Keyboard / Touchpad</li> <li>Powder-coated and oven-baked</li> <li>Solid State Micro Intel i5 PC, USB3.0, Mini HDMI, 8GB DRAM, 120GB SSD, WIN 8.1 64 Bit OS</li> <li>Pepwave Cellular Router</li> <li>Micro Shutdown Controller</li> <li>Garmin GPS</li> <li>External Cell Antenna</li> <li>Programmable LED Speed Sign</li> <li>High output solar panels and solar charger</li> <li>Remote Monitoring System</li> </ul>	\$31,937.50	\$63,875.00
(1)	VS-ILP-2F-R2	<b>Vigilant Intelligence Led Policing Package w/ Mobile LPR Hardware (Reaper) – Tier 2</b> <u>Hardware Includes:</u> <ul style="list-style-type: none"> <li>Stationary Mount LPR Cameras - Quantity = 6 'Reaper' LPR Cameras</li> <li>One Mobile 2 Camera Unit with four channel DSP <ul style="list-style-type: none"> <li>Power over Ethernet (POE) LPR cameras</li> <li>Lens configuration to be confirmed by customer at time of order</li> </ul> </li> </ul> <u>Software / Services Include:</u> <ul style="list-style-type: none"> <li>CarDetector Fixed LPR Software for LPR server</li> <li>LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> <li>LEARN Data Analytic Tools</li> <li>Unlimited Private LPR data Access</li> <li>Hosting, data and system management of LPR data</li> <li>LEARN-Mobile Companion SmartPhone application (Android &amp; iPhone)</li> </ul> </li> <li>First year Standard Service Package for hosted LPR server access</li> <li>FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> <li>Image gallery of up to 20,000 images</li> </ul> </li> </ul>	\$34,495.00	\$34,495.00

(2)	VS-MBLTY-UPG	<b>Upgrade to Mobility Kit for Mobile Units</b> <ul style="list-style-type: none"> <li>Cigarette power cable adapter</li> <li>Mag Mount Camera attachments</li> </ul>	\$500.00	\$1,000.00
		<b>SOFTWARE Portion:</b>		
(1)	VV-SL-1	<b>LEARN-NVLS LPR Data Hosting Service via National Law Enforcement LPR Server</b> <b>Vigilant Hosted/Managed Centralized LPR server via LEARN</b> Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> <li>Central repository for all LPR data acquired by each LPR</li> <li>Includes Vigilant's suite of LPR data analytics via online web access</li> <li>Automated CarDetector software update management</li> <li>Plate searching, mapping, data mining utilities, Stakeout,</li> <li>Associate Analysis and MOAB</li> <li>Full administrative security with management auditing</li> <li>Plug-N-Play an unlimited number of CarDetector LPR systems</li> <li>Requires NO server hardware, NO server maintenance</li> </ul>	\$0.00	\$0.00
(2)	VSBSCSVC-01	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>Managed/hosted server account services by Vigilant               <ul style="list-style-type: none"> <li>Includes access to all LEARN and CarDetector software updates</li> </ul> </li> <li>Priced per camera per year for up to 14 total camera units registered □ Requires new/existing Enterprise Service Agreement (ESA) □</li> <li>Priced for 1 Cameras per year</li> </ul>	\$475.00	\$950.00
		<b>Install Portion:</b>		
(1)	VSPTRNG	<b>Vigilant End User Training for LPR Systems</b> <ul style="list-style-type: none"> <li>End user training for Vigilant products               <ul style="list-style-type: none"> <li>Covers all client purchased applications</li> <li>Includes classroom and field operation training</li> </ul> </li> <li>Vigilant certified technician to visit site and perform one training class</li> </ul>	\$0.00	\$0.00
(1)	SSUPSYS-COM-F	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>Vigilant certified technician to visit customer site</li> <li>Includes system start up, configuration and commissioning of LPR system</li> <li>Applies to 1 Fixed System</li> </ul>	\$250.00	\$250.00
(2)	SSUPSYS-COM-M	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>Vigilant certified technician to visit customer site</li> <li>Includes system start up, configuration and commissioning of LPR system</li> <li>Applies to 1 Mobile System</li> <li>Includes installation of Hardware / Software on PPines vehicle</li> </ul>	\$850.00	\$1,700.00

(1)	VS-TRVL	<b>Vigilant Certified Partner Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit client site</li> <li>• Includes all travel costs for onsite support services</li> </ul>	\$1,000.00	\$1,000.00
(2)	VS-TRL-DLVR	<b>Delivery of 2 LPR Trailer to Pembroke Pines</b> <ul style="list-style-type: none"> <li>□ Includes flatbed delivery to Pembroke Pines Police Department</li> </ul>	\$950.00	\$1,900.00
		<b>Hardware Cost:</b>		\$99,370.00
		<b>Software Cost:</b>		\$950.00
		<b>Training / Install:</b>		\$4,850.00
		<b>Extended Total:</b>		<b>\$105,170.00</b>

**Proposal Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 120 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes one (1) year parts and labor warranty, extended warranty options are available.
4. Connectivity is assumed cellular and requires single data plan per trailer added to the current carrier plan.

Quoted by: Ryan Barnett
Phone: 901-545-9825
email: rbarnett@vettedsolution.com

<b>ILP / 2x Trailer / 2x Mobile</b>	<b>Extended Total:   \$105,170.00</b>	
<b>Accepted By:</b>	<b>Date:</b>	<b>P.O#</b>



### Police Mobile License Plate Reader Summary

Description	FY2014-15		FY2015-16		FY2016-17		FY2017-18		FY2018-19		FY2019-20		FY2020-21	
	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
Vigilant Intelligence Led Policing (ILP) Package	1	\$ 29,500.00	1	\$ 34,495.00	1	\$ 34,495.00	1	\$ 34,495.00	1	\$ 34,495.00	1	\$ 34,495.00	1	\$ 34,495.00
Mobile LPR Trailer 2-Camera System	2	\$ 50,333.40	3	\$ 79,200.00	2	\$ 52,800.00	2	\$ 63,875.00	2	\$ 63,875.00	2	\$ 63,875.00	2	\$ 63,875.00
Mobile LPR 3-Camera System (Vehicle Based)	0	\$ -	1	\$ 17,808.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mobile LPR 2-Camera System (Vehicle Based)	0	\$ -	0	\$ -	1	\$ 15,370.00	0	\$ -	1	\$ 15,370.00	1	\$ 15,370.00	1	\$ 15,370.00
Mobility Mounting Kit (for 2-Camera Vehicle Based)	0	\$ -	0	\$ -	1	\$ 2,500.00	2	\$ 1,000.00	1	\$ 500.00	1	\$ 500.00	1	\$ 500.00
Installation, Training, Start-up , Delivery, etc.	1	\$ 3,950.00	1	\$ 4,950.00	1	\$ 5,100.00	1	\$ 4,850.00	1	\$ 5,100.00	1	\$ 5,100.00	1	\$ 5,100.00
Annual Hosting & Software Maintenance (Mobile System)	1	\$ -	3	\$ 1,500.00	2	\$ 850.00	2	\$ 950.00	2	\$ 950.00	2	\$ 950.00	2	\$ 950.00
<b>Total</b>		<b>\$ 83,783.40</b>		<b>\$ 137,953.00</b>		<b>\$ 111,115.00</b>		<b>\$ 105,170.00</b>		<b>\$ 120,290.00</b>		<b>\$ 120,290.00</b>		<b>\$ 120,290.00</b>

Description	FY2014-15		FY2015-16		FY2016-17		FY2017-18		FY2018-19		FY2019-20		FY2020-21	
	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
Verizon Wireless Service for Mobile LPR Trailer	2	\$ 840.24	5	\$ 2,100.60	7	\$ 2,940.84	11	\$ 4,621.32	13	\$ 5,461.56	15	\$ 6,301.80	17	\$ 7,142.04
<b>Total</b>		<b>\$ 840.24</b>		<b>\$ 2,100.60</b>		<b>\$ 2,940.84</b>		<b>\$ 4,621.32</b>		<b>\$ 5,461.56</b>		<b>\$ 6,301.80</b>		<b>\$ 7,142.04</b>

<b>Grand Total</b>		<b>\$ 84,623.64</b>		<b>\$ 140,053.60</b>		<b>\$ 114,055.84</b>		<b>\$ 109,791.32</b>		<b>\$ 125,751.56</b>		<b>\$ 126,591.80</b>		<b>\$ 127,432.04</b>
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Description	FY2014-15		FY2015-16		FY2016-17		FY2017-18		FY2018-19		FY2019-20		FY2020-21	
	New	Total	New	Total	New	Total	New	Total	New	Total	New	Total	New	Total
Cameras	4	4	9	13	8	21	8	29	8	37	8	45	8	53
Mobile LPR Trailer 2-Camera System	2	2	3	5	2	7	4	11	2	13	2	15	2	17
Mobile LPR 3-Camera System (Vehicle Based)	0	0	1	1	0	1	0	1	0	1	0	1	0	1
Mobile LPR 2-Camera System (Vehicle Based)	0	0	0	0	2	2	0	2	0	2	2	4	2	6

**Notes:**

- \*In the FY2014-15 purchase, the Vigilant Intelligence Led Policing Package came with four (4) License Plate Reader Cameras, a data subscription to a license plate database and facial recognition
- \*The annual hosting in FY2015-16 is for the 3 cameras that are included in the "Mobile LPR 3-Camera System (Vehicle Based)". The annual hosting and software maintenance for the other cameras are
- \* The annual hosting and software maintenance cost is \$500 per camera (1-14 cameras), \$425 per camera (15-30 cameras), \$375 per camera and (31-60 cameras).
- \* Annual Private Data Subscription - Vigilant Solutions Private Data has over 4 billion license plate reads nationwide and the FaceSearch Facial Recognition program has over 3 million booking photos from the State of Florida. The annual cost is based on a tiered pricing system that is dependent on the size of the agency. In this case, the total annual cost would be \$22,500. In lieu of purchasing the Annual Private Data Subscription for \$22,500, the Police Department would like to purchase additional (ILP) Packages in future years as they would include additional equipment along with the Annual Private Data Subscription.
- \* The LPR camera alone cost is \$3,150 each, therefore the cost of (6) LPR cameras at \$3,150 plus the annual private data subscription at \$22,500 is a total of \$41,400. As a result, the total savings on hardware plus the private data subscription when purchasing the ILP package is \$6,905.
- \* The Police Department's goal is to reach 15 LPR Trailers which will be achieved by FY2020-21. After FY2015-16, the PD will add 2 LPR Trailers, 1 Mobile Unit, and 1 ILP Package until the goal is met.
- \*The mobility kit for cameras in the ILP package to be mounted onto a vehicle is \$2,500. The mobility the start-up and commissioning fee is an additional \$850.
- \*The Mobile Two Camera System is \$15,370 and would require also require hosting for each camera at a cost of \$500 for each of the two cameras.
- \*The Mobile LPR Trailers require it's own Data Service. The cost for the data service is approximately \$35.01 per month from Verizon. The vehicle based system uses the data service the PD already uses in the vehicle.



## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 16 Day of November, 2015 by and between **Vigilant Solutions Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and City of Pembroke Pines, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 10100 Pines Boulevard, Pembroke Pines, FL 33027 ("Affiliate").

**WHEREAS**, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

**WHEREAS**, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

**WHEREAS**, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

**WHEREAS**, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

**THEREFORE**, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

### I. Definitions:

**"CLK" or "Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant LPR hardware components and Software Products.

**"Effective Date"** means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

**"Software Products"** means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices.

**"Enterprise License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Affiliate to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

**"User License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

**"Service Package"** means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.





**"Service Fee"** means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

**"Service Period"** has the meaning set forth in Section III (A) of this Agreement.

**"Technical Support Agents"** means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

**"LEA LPR Data"** refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

**"Private LPR Data"** refers to LPR data collected by private commercial sources and available on LEARN with a paid subscription.

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

## **III. Term; Termination.**

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial 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 Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail





Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

#### **IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.





## **V. Software Support, Warranty and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

## **VI. Camera License Keys (CLKs).**

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

## **VII. Ownership of Software.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

## **VIII. Data Sharing.**

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

## **IX. Ownership of LPR Data.**

Vigilant retains all title and rights to Private LPR Data. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate.



**X. Service Package, Fees and Payment Provisions.**

- A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1):

Please 'Check'  
One (1) Option

Service Package - Basic LPR Service Package:

☐

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

☐

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

Service Package - Option # 2 – 'Intelligence Led Policing (ILP)' Service Package:

☒

- All Service Package Option # 1 benefits
- Mobile or Fixed LPR hardware up to level of Tier (choice of either fixed or mobile packages, details in Exhibit A)
  - ☐ Reaper Cameras
  - ☒ Raptor 3 Cameras
- Use of Vigilant Facial Recognition technologies up to level of Tier (details in Exhibit A)
  - FaceSearch Account
  - FaceSearch Mobile Companion
  - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 700 sworn officers, Tier 4 up to 2,000 sworn officers as well as Fusion Centers)
- States, Federal Agencies and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:





**Annual Service Fee Schedule (multiplied by number of CLK's Issued)**

Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
Basic Service	\$500.00	\$425.00	\$375.00	\$250.00
Standard (Option # 1)	\$725.00	\$615.00	\$540.00	\$365.00
ILP Subscriber CLK Renewal Fees	\$500.00	\$425.00	\$375.00	\$250.00

**Annual Service Fee Schedule for Intelligence-Led Policing (ILP) Service Package**

Tier	Reaper	Raptor 3
ILP Tier 1 (Option # 2)	\$10,630	\$12,500
ILP Tier 2 (Option # 3)	\$27,260	\$29,500
ILP Tier 3 (Option # 2)	\$62,390	\$69,500
ILP Tier 4 (Option #2)	\$120,650	\$129,500

**Annual Service Fee Schedule for Image Enrollment**

# of Images	Up to 250,000	250,001 to 500,000	500,001 to 1 Million	Over 1 Million
Per Image Fee	\$0.30	\$0.25	\$0.18	\$0.15

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service period to another, provided, however, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.





## **XI. Miscellaneous.**

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions, unless otherwise required by Fla. Stat. 119.0701.

C. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Florida without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

  
VS Initials

  
Affiliate Initials





I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<b>Vigilant Solutions, Inc.</b> Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551	<b>Affiliate:</b> City of Pembroke Pines Attn: <u>Charles F. Dodge, City Manager</u> <u>10100 Pines Boulevard</u> <u>Pembroke Pines, FL 33025</u>	<b>Copy To:</b> <u>Goren, Cherof, Doody &amp; Ezrol, P.A.</u> Attn: <u>Samuel S. Goren, City Attorney</u> <u>3099 East Commercial Boulevard, Suite 200</u> <u>Fort Lauderdale, FL 33308</u>
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, Inc.

Authorized Agent: Neil T. Schlisserman

Title: Vice President of Sales

Date: 10/30/15

Signature: [Handwritten Signature]

Affiliate Organization: City of Pembroke Pines

Authorized Agent: Charles F. Dodge

Title: City Manager

Date: 11/10/15

Signature: [Handwritten Signature]

APPROVED AS TO LEGAL FORM  
[Handwritten Signature]  
OFFICE OF THE CITY ATTORNEY  
DATED: 11/12/15





## Enterprise Service Agreement

### Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:	City of Pembroke Pines		
Company / Agency Type:	Police Department		
Address:	9500 Pines Boulevard		
	Pembroke Pines, FL 33024		
Primary Contact			
Name:	Stacy Jurgens		
Title:	Sergeant	Phone:	(954) 431-2200
Email:	<a href="mailto:sjurgens@ppines.com">sjurgens@ppines.com</a>		
Supervisor Information			
Name:	Kipp Shimpeno		
Title:	Captain	Phone:	(954) 431-2200
Email:			
Financial Contact (Accounts Payable)			
Name:	Smita Patel		
Title:	Accounts Payable Supervisor	Phone:	(954) 435-6557
Email:	<a href="mailto:spatel@ppines.com">spatel@ppines.com</a>		
Technical Support Contact # 1			
Name:	Angela Malone		
Title:	Programmer Analyst	Phone:	(954) 431-2200
Email:	<a href="mailto:amalone@ppines.com">amalone@ppines.com</a>		
Technical Support Contact # 2			
Name:	Frank Ford		
Title:	Programmer Analyst	Phone:	(954) 431-2200
Email:	<a href="mailto:fford@ppines.com">fford@ppines.com</a>		

For questions or concerns, please contact Vigilant Solutions' sales team:

[sales@vigilantsolutions.com](mailto:sales@vigilantsolutions.com)

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

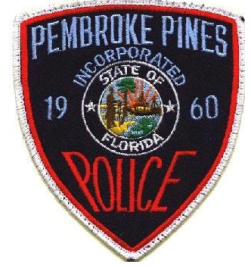
Part #	Item Description
<b>VS-ILP-1M-RE / VS-ILP-1M-R3</b>	<b>ILP Mobile Bundle for Agencies of Up to 100 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to private LPR data</li><li>- One (1) 2-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 5,000 images</li></ul>
<b>VS-ILP-1F-RE / VS-ILP-1F-R3</b>	<b>ILP Fixed Bundle for Agencies of Up to 100 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to private LPR data</li><li>- Two (2) fixed camera LPR systems</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 5,000 images</li></ul>
<b>VS-ILP-2M-RE / VS-ILP-2M-R3</b>	<b>ILP Mobile Bundle for Agencies of 51 to 200 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to private LPR data</li><li>- Two (2) 2-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 20,000 images</li></ul>
<b>VS-ILP-2F-RE / VS-ILP-2F-R3</b>	<b>ILP Fixed Bundle for Agencies of 51 to 200 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to private LPR data</li><li>- Four (4) fixed camera LPR systems</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 20,000 images</li></ul>



<b>VS-ILP-3M-RE / VS-ILP-3M-R3</b>	<b>ILP Mobile Bundle for Agencies of 201 to 700 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Four (4) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<b>VS-ILP-3F-RE / VS-ILP-3F-R3</b>	<b>ILP Fixed Bundle for Agencies of 201 to 700 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Eight (8) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<b>VS-ILP-4M-RE / VS-ILP-4M-R3</b>	<b>ILP Mobile Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Five (5) 2-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>
<b>VS-ILP-4F-RE / VS-ILP-4F-R3</b>	<b>ILP Fixed Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn</b> Includes: <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Ten (10) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>



**Vetted Security Solutions**  
**1848 New Hampshire Blvd Saint**  
**Petersburg, FL 33703 Office: (727)**  
**495-6396 Cell: (901) 545-9825**



Attention:	Stacy Jurgens / Mark Gomes	Date	9/8/2015
Project Name:	Pembroke Pines LPR Trailer	Quote Number:	VS-95073_rev1

## ***PROJECT QUOTATION***

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

### **Scope of Work:**

Vetted Security Solutions proposes to provide line item quotes for (2) LPR Speed Trailers. The LPR Speed Trailer includes all hardware listed below. It is designed to be rapidly deployed by a single officer with DOT approved trailer body complete with running lights and easily removable hitch for the security of your unit once deployed.

One power switch turns the entire system on and launches the software and internet connection automatically, all the officer deploying has to do is aim the cameras and ensure he is getting good plate reads and the trailer is ready to go for active interdiction via the included Vigilant TAS client or for retention for analytical use later on.

A micro solid state PC featuring Windows 8.1 Pro OS and UltraVNC based monitoring software makes remote support for the trailer a breeze as communicating through the Cradlepoint Router remotely to the LEARN server takes any interaction with normal IT infrastructure to network infrastructure, i.e. Netmotion, Inmotion, etc. out of the equation. A guaranteed 7 day runtime on full charge makes our 2 Camera LPR Trailer an industry leader in rapidly deployable fixed LPR solutions.

All licensing fees, start up and commissioning, installation fees, and all associated cost for setup of LEARN account / new customer setup are included.

Also included in this quote is access to Vigilant Solutions ILP Package consisting of Private Data and Facial Recognition Access.

Intelligence-Led Policing (ILP) from Vigilant provides you with the following tools to help you leverage different technologies to achieve greater efficiencies in your Agency while reducing crime and improving officer safety. ILP helps you accomplish this by providing all of these technologies in one packaged offering – **at over 75% savings** on average when compared to purchasing these individual items on their own!

**LEARN LPR Analytic Software:** LPR data is made useful with LEARN. Easy to use, but extremely powerful, LEARN is available to your entire agency under ILP. From the simplest of LPR Queries, to complex analytics, LEARN will help you see LPR data in an entirely new way and bring additional cases to closure.

**Unlimited Use of Vigilant LPR Data:** Known to many as NVLS, Vigilant’s private LPR database is the largest in North America with over 2 billion detections growing at over 70 million a month. Your ILP package includes unlimited access to this LPR data via LEARN to help generate additional investigative leads.

**LPR System(s):** Every ILP package comes with a prescribed number of mobile or fixed LPR systems to fit the needs of your Agency. These LPR systems can aid in real-time identification and intervention on vehicles of interest, and will also assist in building additional investigative data for your Agency’s use inside of LEARN.

**FaceSearch Facial Recognition:** Every ILP package also includes a turn-key facial recognition solution that works for agencies of all sizes. A hosted solution, FaceSearch is accessible via the web and also via Vigilant’s Mobile Companion smartphone app. Match against Vigilant’s pre-populated face image gallery, and upload your own mugshots for even better matching.

**Mobile Companion:** Vigilant’s Mobile Companion encapsulates everything about ILP. Deploy the Mobile Companion across your entire agency so that everyone benefits from ILP. Mobile Companion allows for scanning and querying of license plates, addition of Hot Plates, Alert Notifications, Mobile Hit Hunter and other exclusive analytics, FaceSearch facial recognition, and more – all from your mobile device!

Qty	Model #	Description	Line Item	Extended Total
		<b>HARDWARE Portion:</b>		
(2)	LPR-SPDTRL-WNC	<b>Mobile LPR Trailer 2-Camera System</b> <u>Software Includes:</u> <ul style="list-style-type: none"><li>Includes CarDetector Fixed LPR Software with TAS Alert Clie</li><li>Includes Camera control package, Hot-List Management &amp; reporting capabilities</li><li>Windows 7 Pro License</li></ul> <u>Hardware Includes:</u> <ul style="list-style-type: none"><li>Custom Built Battery and Equipment Enclosure w/ sliding equipment drawer</li><li>4 200 aH sealed batteries</li><li>Enclosed Box built into trailer body</li><li>Powder-coated and oven-baked</li><li>Solid State Micro Intel i5 PC, USB3.0, Mini HDMI, 8GB DRAM, 120GB SSD, WIN 8.1 64 Bit OS</li></ul>	\$25,166.70	\$50,333.40

		<ul style="list-style-type: none"> <li>• Cradlepoint Cellular Router</li> <li>• Micro Shutdown Controller</li> <li>• Garmin GPS</li> <li>• External Cell Antenna</li> <li>• Inverter</li> <li>• Programmable LED Speed Sign</li> <li>• High output solar panels and solar charger</li> <li>• Remote Shutdown System with Shutdown Script</li> </ul>		
(1)	VS-ILP-2F-R3	<b>Vigilant Intelligence Led Policing Package w/ Stationary LPR Hardware (Raptor3) – Tier 3</b> <u>Hardware Includes:</u> <ul style="list-style-type: none"> <li>• Stationary Mount LPR Cameras - Quantity = 4 'Reaper' LPR Cameras</li> <li>o Power over Ethernet (POE) LPR cameras w/ Integrated processors</li> <li>o Lens configuration to be confirmed by customer at time of order</li> </ul> <u>Software / Services Include:</u> <ul style="list-style-type: none"> <li>• CarDetector Fixed LPR Software for LPR server</li> <li>• LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> <li>o LEARN Data Analytic Tools</li> <li>o Unlimited Private LPR data Access</li> <li>o Hosting, data and system management of LPR data</li> <li>o LEARN-Mobile Companion SmartPhone application (Android &amp; iPhone) <ul style="list-style-type: none"> <li>• First year Standard Service Package for hosted LPR server access</li> </ul> </li> <li>• FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> <li>o Image gallery of up to 20,000 images</li> </ul> </li> </ul> </li> </ul>	\$29,500.00	\$29,500.00
		<b>SOFTWARE Portion:</b>		
(1)	VV-SL-1	<b>LEARN-NVLS LPR Data Hosting Service via National Law Enforcement LPR Server</b> <b>Vigilant Hosted/Managed Centralized LPR server via</b> <b>LEARN</b> <input type="checkbox"/> Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> <li>• Central repository for all LPR data acquired by each LPR</li> <li>• Includes Vigilant's suite of LPR data analytics via online web access</li> <li>• Automated CarDetector software update management</li> <li>• Plate searching, mapping, data mining utilities, Stakeout,</li> <li>• Associate Analysis and MOAB</li> <li>• Full administrative security with management auditing</li> <li>• Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> <li><input type="checkbox"/> Requires NO server hardware, NO server maintenance</li> </ul> </li> </ul>	\$0.00	\$0.00
		<b>Install Portion:</b>		

(1)	VSPTRNG	<b>Vigilant End User Training for LPR Systems</b> <ul style="list-style-type: none"> <li>End user training for Vigilant products <ul style="list-style-type: none"> <li>Covers all client purchased applications</li> <li>Includes classroom and field operation training</li> </ul> </li> <li>Vigilant certified technician to visit site and perform one training class</li> </ul>	\$1,500.00	\$1,500.00
(2)	SSUPSYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>Vigilant certified technician to visit customer site</li> <li>Includes system start up, configuration and commissioning of LPR system</li> <li>Applies to 1 Fixed System</li> </ul>	\$250.00	\$500.00
(1)	VS-TRVL	<b>Vigilant Certified Partner Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>Vigilant certified technician to visit client site</li> <li>Includes all travel costs for onsite support services</li> </ul>	\$1,000.00	\$1,000.00
(1)	VS-TRL-DLVR	<b>Delivery of 2 LPR Trailer to Pembroke Pines</b> <ul style="list-style-type: none"> <li>Includes flatbed delivery to Pembroke Pines Police Department</li> </ul>	\$950.00	\$950.00
		<b>Hardware Cost:</b>		\$79,833.40
		<b>Software Cost:</b>		\$0.00
		<b>Training / Install:</b>		\$3,950.00
		<b>Extended Total:</b>		<b>\$83,783.40</b>

#### Proposal Notes:

1. All prices are quoted in USD and will remain firm and in effect for 120 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes one (1) year parts and labor warranty, extended warranty options are available.
4. Connectivity is assumed cellular and requires single data plan per trailer added to the current carrier plan.

Quoted by: Ryan Barnett

Phone: 901-545-9825

email: rbarnett@vettedsolution.com

<b>LPR Trailer Quote</b>	<b>Extended Total: \$83,783.40</b>	
<b>Accepted By:</b>	<b>Date:</b>	<b>P.O#</b>

September 4<sup>th</sup>, 2015

Mark Gomes  
City of Pembroke Pines  
Public Services Department, Procurement Division  
13975 Pembroke Road, Pembroke Pines, FL 33027  
(P): (954) 704-1259, Ext. 457 (F) : (954) 437-1117

Mark,

I am very happy to hear that you are considering Vigilant Solutions as your LPR provider. Additionally, I am pleased you are considering using Ryan Barnett and Vetted Solutions as your vendor. Ryan and Vetted are currently our only Certified Reseller in the South Florida area and are highly recommended by both myself and many other Vigilant Solutions clients near you.

Vigilant Solutions utilizes a tiered reseller channel for distribution of its ALPR product line. Ryan/Vetted is at the top of our reseller chain and our only VAR (Value Added Reseller) that is certified to both sell our technology as well as provide all startup and commissioning and training for our systems. Additionally, Vetted is authorized to provide both Level 1 and Level 2 technical support for your department regarding the ongoing use of our LPR.

Please feel free to contact me direct with any questions or concerns regarding Vetted Solutions' qualifications to meet the needs of the City of Pembroke Pines.

We look forward to serving you.

Best Regards,



Greg Skelly, Regional Sales Manager  
[Greg.skelly@vigilantsolutions.com](mailto:Greg.skelly@vigilantsolutions.com)  
C 404-664-7605





# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**Agenda Number: 12.**

**File Number:** 15-0288

**File Type:** Purchase

**Status:** Passed

**Version:** 0

**Reference:**

**Controlling Body:** City Commission

**Requester:**

**Initial Cost:** \$ 83,783.40

**Introduced:** 09/01/2015

**File Name:** Sole Source Purchase of LPR Cameras, Software,  
Data Subscription and Mobile Trailers

**Final Action:** 09/16/2015

**Title:** MOTION TO APPROVE THE SOLE SOURCE PURCHASE OF THE VIGILANT INTELLIGENCE LED POLICING PACKAGE WITH STATIONARY LICENSE PLATE READER (LPR) HARDWARE ALONG WITH THE PURCHASE OF TWO COMPATIBLE MOBILE LPR TRAILERS FROM VETTED SECURITY SOLUTIONS FOR A TOTAL COST OF \$83,783.40.

### Notes:

- Attachments:**
1. Vigilant Enterprise Service Agreement
  2. Vetted Security Solutions Sole Source Letter from Vigilant Solutions, Inc.
  3. Quote from Vetted Security Solutions

**Agenda Date:** 09/16/2015

**Agenda Number:** 12.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	09/16/2015	approve				Pass

### SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines Police Department would like to purchase License Plate Reader (LPR) Cameras and Mobile Trailers to assist in Law Enforcement.
2. LPR Camera Systems can be mounted to mobile trailers so that the Police Department can deploy them at various locations throughout the City. The LPR can run the vehicle's license plate to determine if the vehicle/tag is stolen, if the registered owner is wanted, is a sex offender, or has a suspended driver's license. All of the tags that are scanned are stored in a database with the time and GPS location of the scan. This database can be searched later for investigative purposes to find out additional information on a vehicle/tag that was used in a crime among additional situations.
3. The City of Pembroke Pines Police Department has field tested the listed mobile LPR

system for two weeks. Previously we have tested Genetec which is a system we used in the past, L-sag and L-3.

4. During the evaluation of the Vigilant solution, the Police Department was able to:
- Locate 3 Stolen Vehicles
  - Locate 23 Stolen License Plates commonly associated with stolen vehicles
  - Develop two leads on suspects from two bank robberies that were previously dismissed until new vehicle evidence proved differently.

5. The City of Pembroke Pines Police Department wishes to utilize the Vigilant LPR system as it out performs the other systems and has the following benefits and features that the other systems do not:

- Vigilant Solutions offers a centralized hosted LPR offering eliminating any requirements of server hardware, database expertise, and software maintenance from the Agency. This hosted offering is made available by Vigilant in a secure data center with full backup and redundancy. This service from Vigilant comes at no additional cost to the Agency, and provides data storage, database optimization, and software updates.
- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative, known as the National Vehicle Location Service (NVLS). NVLS consists of over 1.2 billion LPR scans, and is growing at a rate of 35-40 million monthly. This extensive LPR data set provides intangible value from an investigative perspective.
- Vigilant Solutions offers an exclusive feature known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of NVLS to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- Vigilant Solutions offers an exclusive smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, contribute plate reads to NVLS, and also perform queries against collected data. This is ideal for special events, bike rallies, and officers on foot patrol.
- Vigilant Solutions is the only vendor to provide the ability to administer software updates to field installed mobile LPR systems directly from the back-office. Software updates from Vigilant are made available to Agency Managers in LEARN, and can then be pushed out to vehicles in the field via standard LEARN server-to-vehicle communications. This feature saves time for the Agency in administering field software updates.
- Vigilant Solutions offers an exclusive feature known as Stakeout allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes



(robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

6. The Vigilant LPR System's database is linked nationally with other law enforcement agencies so that staff can also see the tags scanned by these other agencies; including:

- City of Hollywood
- City of Coral Springs
- Miami Dade PD
- Miami PD
- Miami Beach PD
- Fort Lauderdale PD
- City of Doral
- 18 other agencies around the state of Florida

7. Vetted Security Solutions is the sole source/certified reseller of Vigilant Solution products in the South Florida area and the City of Pembroke Pines Police Department would like to purchase the following items:

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Vigilant Intelligence Led Policing Package	\$ 29,500.00	\$29,500.00
2	Mobile LPR Trailer 2-Camera System	25,166.70	50,333.40
1	Installation, Training, Start-up , Delivery, etc.	3,950.00	3,950.00
1	Hosting and Software Maintenance (Year 1)	Included	Included
1	Private Data Subscription (Year 1)	Included	<u>Included</u>
			<b>\$83,783.40</b>

The Vigilant Intelligence Led Policing Package comes with four (4) License Plate Reader Cameras, a data subscription to a license plate database and facial recognition program. Each of the mobile LPR trailers use two cameras, therefore there will be two full Mobile LPR Trailer Camera Systems that will be utilized by the Police Department as a result of this purchase.

8. In addition to the initial purchase, after the first year of service, the City also has the option to continue purchasing the Annual Hosting and Software Maintenance along with the Annual Private Data Subscription as described below:

(A) Annual Hosting and Software Maintenance - Hosting of the data and software updates, tech support, bug fixes and user requested developmental changes. The annual cost depends on the number of cameras that the City would have, as there is a charge per camera that is dependent on the total number of cameras owned. In this case, the total annual cost would be \$2,000 (\$500 per camera for the four (4) cameras that the City is proposing to purchase).

(B) Annual Private Data Subscription - Vigilant Solutions Private Data has over 4 billion license plate reads nationwide and the FaceSearch Facial Recognition program has over 3 million booking photos from the State of Florida. The annual cost is based on a tiered pricing system that is dependent on the size of the agency. In this case, the total annual cost would be \$22,500.

9. In lieu of purchasing the Annual Private Data Subscription for \$22,500, the Police

Department would like to purchase an additional (ILP) Package next year at a cost of \$29,500 as the package would provide the same equipment that we are purchasing this year, along with the Annual Private Data Subscription.

10. Request City Commission to approve the sole source purchase of the Vigilant Intelligence Led Policing Package with Stationary License Plate Reader (LPR) Hardware along with the purchase of two compatible mobile LPR Trailers from Vetted Security Solutions for a total Cost of \$83,783.40.

**Item has been reviewed by the Commission Auditor and approved for the Agenda.**

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$83,783.40

**b) Amount budgeted for this item in Account No:** \$83,850 available in 1-521-3001-64400 - Other Equipment

**c) Source of funding for difference, if not fully budgeted:** Not applicable

**d) 5 year projection of the operational cost of the project:** The annual cost for future years increases by the Annual Hosting and Software Maintenance costs for each existing camera. The annual hosting and software maintenance cost is \$500 per camera (1-14 cameras), \$425 per camera (15-30 cameras), \$375 per camera and (31-60 cameras). In addition, each future year includes the cost to purchase an additional Vigilant Intelligence Policing Package which includes the renewed Private Data Subscription and four additional cameras to be mounted on patrol cars.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$83,783.40	\$31,500	\$35,500.00	\$37,500.00	\$36,300.00
Net Cost	\$83,783.40	\$31,500	\$35,500.00	\$37,500.00	\$36,300.00

**e) Detail of additional staff requirements:** Not Applicable.



**FIRST AMENDMENT TO THE ENTERPRISE SERVICE AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
VIGILANT SOLUTIONS, INC.**

**THIS AGREEMENT**, dated this 10<sup>th</sup> day of May 2016, 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**VIGILANT SOLUTIONS, INC.**, a Delaware corporation, with a business address of **2021 Las Positas Court Suite #101, Livermore, CA 94551**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, the City of Pembroke Pines Police Department has field tested mobile License Plate Reader (LPR) systems and wishes 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 CITY approved the sole source purchase of the Vigilant Intelligence-Led Policing Package with stationary License Plate Reader (LPR) hardware and two compatible mobile LPR trailers from Vetted Security Solutions; and,

**WHEREAS**, the CITY and CONTRACTOR entered into the original enterprise service agreement "Original Agreement" on November 16, 2015 for an initial one (1) year period, commencing on January 16, 2016 and terminating on January 16, 2017; and,

**WHEREAS**, on May 4, 2016, the CITY approved an additional purchase of the Vigilant Intelligence-Led Policing Package with stationary License Plate Reader (LPR) hardware and three compatible mobile LPR trailers and one mobile LPR 3-Camera system from Vetted Security Solutions; and,

**WHEREAS**, the PARTIES desire to amend the Original Agreement to extend term of the agreement for an additional year terminating January 16, 2018 and to revise terms of the Original Agreement; and,



## WITNESSETH

**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 follows:

**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), entitled "Term" of the Original Agreement is hereby revised as follows:

A. Term. The ~~initial~~ term of this Agreement shall expire on January 16, 2018 ~~is for one (1) year beginning on the Effective Date (the "Initial Term")~~, unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial 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 Initial Term or~~ the existing Service Period, ~~as the case may be~~. Pursuant to Section ~~VIII~~ X below, Affiliate may also pay in advance for more than one Service Period.

**SECTION 3.** Section X(B), entitled "Service Fee" of the Original Agreement is hereby revised as follows:

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)					
Total# of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60	
Basic Service	\$500.00	\$425.00	\$375.00	\$250.00	
Standard (Option# 1)	\$725.00	\$615.00	\$540.00	\$365.00	
I LP Subscriber CLK Renewal Fees	\$500.00	\$425.00	\$375.00	\$250.00	





Annual Service Fee Schedule for Intelligence-Led Policing (ILP) Service Package				
Tier	Reaper		Raptor 3	
ILP Tier 1 (Option # 2)	<del>\$10,630</del>	<u>\$14,995.00</u>	<del>\$12,500</del>	<u>\$14,995.00</u>
ILP Tier 2 (Option # <u>32</u> )	<del>\$27,260</del>	<u>\$34,495.00</u>	<del>\$29,500</del>	<u>\$34,495.00</u>
ILP Tier 3 (Option # 2)	<del>\$62,390</del>	<u>\$89,495.00</u>	<del>\$69,500</del>	<u>\$89,495.00</u>
ILP Tier 4 (Option # 2)	<del>\$120,650</del>	<u>\$154,495.00</u>	<del>\$129,500</del>	<u>\$154,495.00</u>

Annual Service Fee Schedule for Image Enrollment				
# of Images	Up to 250,000	250,001 to 500,000	500,001 to 1 Million	Over 1 Million
Per Image Fee	\$0.30	\$0.25	\$0.18	\$0.15

Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp images only)	
<u>5,000 Images</u>	<u>\$750.00</u>

**SECTION 4.** Exhibit A of the Original Agreement is hereby repealed and replaced with the attached version of **Exhibit A – Option # 2 ILP Tier Package Components**.

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


**SECTION 6.** The original contract as awarded shall remain in full force and effect except as specifically amended by this First Amendment.

**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.

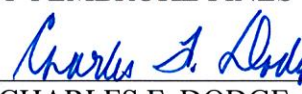
**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

  
MARLENE D. GRAHAM,  
CITY CLERK

CITY OF PEMBROKE PINES

BY:   
CHARLES F. DODGE  
CITY MANAGER




APPROVED AS TO FORM

  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

WITNESSES

**VIGILANT SOLUTIONS, INC.**





Print Name



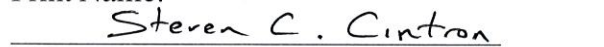


Print Name

BY:



Print Name:



Title:



STATE OF \_\_\_\_\_)

) ss: COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **VIGILANT SOLUTIONS, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **VIGILANT SOLUTIONS, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

please see Attachment of California All-purpose  
Acknowledgment for Notary  
Page 4 of 4



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )

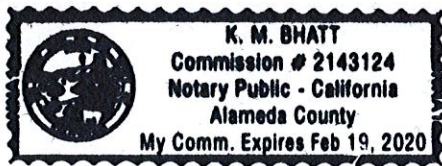
On April 25<sup>th</sup> 2016 before me, K.M. BHATT (NOTARY PUBLIC)  
Date Here Insert Name and Title of the Officer

personally appeared Steven Charles Cinton  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: see below Document Date: 04-25-2016  
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: self  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: self

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☒ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

First Amendment to the Enterprise Service Agreement  
Between the city of Pembroke Pines And Vigilant  
solutions, Inc.

## Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
<b>VS-ILP-1M2RE / VS-ILP-1M2R3</b>	<b>ILP Mobile Bundle for Agencies of Up to 100 Sworn Includes:</b> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- One (1) 3-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>
<b>VS-ILP-1F2RE / VS-ILP-1F2R3</b>	<b>ILP Fixed Bundle for Agencies of Up to 100 Sworn Includes:</b> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Three (3) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>
<b>VS-ILP-2M2RE / VS-ILP-2M2R3</b>	<b>ILP Mobile Bundle for Agencies of 51 to 200 Sworn Includes:</b> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Two (2) 3-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 20,000 images</li> </ul>



<b>VS-ILP-2F2RE / VS-ILP-2F2R3</b>	<b>ILP Fixed Bundle for Agencies of 51 to 200 Sworn Includes:</b> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Six (6) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 20,000 images</li> </ul>
<b>VS-ILP-3M2RE / VS-ILP-3M2R3</b>	<b>ILP Mobile Bundle for Agencies of 201 to 700 Sworn Includes:</b> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Four (4) 3-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<b>VS-ILP-3F2RE / VS-ILP-3F2R3</b>	<b>ILP Fixed Bundle for Agencies of 201 to 700 Sworn Includes:</b> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Twelve (12) fixed camera LPR systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>
<b>VS-ILP-4M2RE / VS-ILP-4M2R3</b>	<b>ILP Mobile Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn Includes:</b> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to private LPR data</li> <li>- Five (5) 3-camera mobile LPR system</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>

**VS-ILP-4F2RE / VS-ILP-4F2R3**

**ILP Fixed Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn**

Includes:

- Agency license for LEARN SaaS
- Unlimited access to private LPR data
- Fifteen (15) fixed camera LPR systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 100,000 images



# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**Agenda Number: 1.**

**File Number:** 16-0082

**File Type:** Purchase

**Status:** Passed

**Version:** 0

**Reference:**

**Controlling Body:** City Commission

**Requester:**

**Initial Cost:** \$ 137,953.00

**Introduced:** 03/01/2016

**File Name:** Sole Source Purchase of LPR Cameras, Software,  
Data Subscription and Mobile Trailers

**Final Action:** 05/04/2016

**Title:** MOTION TO APPROVE THE SOLE SOURCE PURCHASE OF THE VIGILANT INTELLIGENCE-LED POLICING (ILP) PACKAGE WITH STATIONARY LICENSE PLATE READER (LPR) HARDWARE, THREE COMPATIBLE MOBILE LPR TRAILERS, AND ONE MOBILE LPR 3-CAMERA SYSTEM FROM VETTED SECURITY SOLUTIONS FOR A TOTAL COST OF \$137,953.

### Notes:

- Attachments:**
1. Quote from Vetted Security Solutions
  2. Vetted Security Solutions Sole Source Letter from Vigilant Solutions, Inc.
  3. Annual Cost Options
  4. Annual Cost Summary
  5. 1st Amendment to Enterprise Service Agreement - Vigilant Solutions, Inc
  6. Enterprise Service Agreement - Vigilant Solutions, Inc.
  7. Agenda (2015-09-16)

**Agenda Date:** 05/04/2016

**Agenda Number:** 1.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	05/04/2016	approve				Pass

### SUMMARY EXPLANATION AND BACKGROUND:

1. On September 16, 2015, the City Commission approved the sole source purchase of the Vigilant Intelligence Led Policing Package with Stationary License Plate Reader (LPR) Hardware along with the purchase of two compatible mobile LPR trailers from Vetted Security Solutions for a total cost of \$83,783.40.

2. The City of Pembroke Pines Police Department would like to purchase an additional Vigilant Intelligence Led Policing Package for the 2015-16 fiscal year, along with stationary LPR hardware, and three compatible mobile LPR trailers. In addition to the equipment and package that was bought last year, the Police Department would also like to purchase one

Mobile LPR 3-Camera System to assist in Law Enforcement and help achieve greater efficiencies, reduce crime, and better serve the citizens.

3. Different from the Mobile LPR Trailers, the Mobile LPR 3-Camera System (which is vehicle based) allows the Police Department to read tags while on the move through neighborhoods, parking lots, etc. since it is mounted on a police vehicle in lieu of a trailer that has been positioned at a fixed location. The Mobile LPR Trailer, though it can be moved from location to location, must be stationary while operational. The Mobile LPR 3-Camera System will give the Police Department more flexibility and a wider area of coverage.

4. Vetted Security Solutions is the sole source/certified reseller of Vigilant Solution products in the South Florida area and the City of Pembroke Pines Police Department would like to purchase the following items:

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Vigilant Intelligence-Led Policing Package*	\$34,495.00	\$ 34,495.00
3	Mobile LPR Trailer 2-Camera System**	\$26,400.00	\$ 79,200.00
1	Mobile LPR 3-Camera System	\$17,808.00	\$ 17,808.00
1	Installation, Training, Start-up, Delivery, etc.	\$ 4,950.00	\$ 4,950.00
3	Hosting/Maint. for the Mobile LPR 3-Camera System (Per Camera)	\$ 500.00	\$ 1,500.00
1	Hosting/Maint. for the Hardware Provided by ILP Package (1 Year)	Included	Included
1	Private Data Subscription (1 Year)	Included	Included
			<b>\$137,953.00</b>

\*In the previous purchase, the Vigilant Intelligence Led Policing Package came with four (4) License Plate Reader Cameras, a data subscription to a license plate database and facial recognition program, however the new package comes with six (6) License Plate Reader Cameras instead of four (4). As a result, the price has increased from \$29,500 to \$34,495.

\*\*Each of the mobile LPR trailers uses two (2) cameras, therefore there will be three (3) full Mobile LPR Trailer Camera Systems that will be utilized by the Police Department as a result of this purchase. The price per trailer has also gone up from \$25,166.70 to \$26,400. The cost adjustment is due to increased functionality, including an upgrade to the computer and the addition of remote monitoring system that monitors battery levels and solar input voltage. Vetted Security Solutions provided this upgrade free of charge in the previous purchase, as they quoted the product prior to upgrading their entire line and as a result honored their quoted price.

5. As a result of this purchase, the new Vigilant Intelligence Led Policing Package will extend the City's existing data subscription to Vigilant's license plate database and facial recognition program, for an additional year, to January 16, 2018. Without the purchase of the Vigilant Intelligence Led Policing Package, it would cost the City \$22,500 to subscribe for an additional year of Vigilant's license plate database and facial recognition program.

6. After the expiration of the existing data subscription along with the hosting and maintenance services, the City will have the option to continue purchasing:

(A) Annual Hosting and Software Maintenance - Hosting of the data and software updates, tech support, bug fixes and user requested developmental changes. The annual cost depends on the number of cameras that the City would have, as there is a charge per camera that is dependent on the total number of cameras owned. In this case, the total annual cost would be \$6,500 (\$500 per camera for the four cameras that the City purchased last year, and the nine cameras the City is proposing to purchase this year)

(B) Annual Private Data Subscription - Vigilant Solutions Private Data has over four billion license plate reads nationwide and the FaceSearch Facial Recognition program has over three million booking photos from the State of Florida. The annual cost is based on a tiered pricing system that is dependent on the size of the agency. In this case, the total annual cost would be \$22,500.

7. The Police Department's goal is to reach a total of fifteen (15) Mobile LPR Trailer 2-Camera Systems over the next five (5) years.

8. In lieu of purchasing the Annual Private Data Subscription for \$22,500 in the future years, the Police Department would like to purchase an additional ILP package, at a cost of \$34,495, as the package would provide six (6) Raptor3 cameras along with the Annual Private Data Subscription. In addition, the Police Department plans to purchase two (2) compatible Mobile LPR trailers at a cost of \$26,400 each along with a Mobility Kit at a cost of \$2,500, to mount the six (6) cameras that are included with the ILP package. The Police Department will continue with this planned course of action until their goal of fifteen (15) Mobile LPR Trailer 2-Camera Systems is met.

9. Request City Commission to approve the sole source purchase of the Vigilant Intelligence Led Policing (ILP) package with stationary license plate reader (LPR) hardware, three compatible mobile LPR trailers, and one mobile LPR 3-camera system from Vetted Security Solutions for a total cost of \$137,953.

**Item has been reviewed by the Commission Auditor and approved for the Agenda.**

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$137,953.

**b) Amount budgeted for this item in Account No:** \$137,953 available in 1-521-3001-64400 - Other Equipment.

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5 year projection of the operational cost of the project:** The annual cost for future years increases by the Annual Hosting and Software Maintenance costs for each existing camera. The annual hosting and software maintenance cost is \$500 per camera (1-14 cameras), \$425 per camera (15-30 cameras), and \$375 per camera (31-60 cameras). In addition, each future year includes the cost to purchase an additional Vigilant Intelligence Policing Package which includes the renewed Private Data Subscription along with the additional hardware.

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$137,953	\$100,545	\$102,120	\$104,670	\$105,670
Net Cost	\$137,953	\$100,545	\$102,120	\$104,670	\$105,670



Note - The total above does not include monthly cost for wireless data services, which is approximately \$35 per month, per trailer.

**e) Detail of additional staff requirements:** Not Applicable.



# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**Agenda Number: 3.**

**File Number:** 16-0458

**File Type:** Purchase

**Status:** Passed

**Version:** 0

**Reference:**

**Controlling Body:** City Commission

**Requester:**

**Initial Cost:** \$ 111,115.00

**Introduced:** 11/22/2016

**File Name:** Sole Source Purchase of LPR Cameras, Software,  
Data Subscription and Mobile Trailers

**Final Action:** 01/11/2017

**Title:** MOTION TO APPROVE THE SOLE SOURCE 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 FOR A TOTAL COST OF \$111,115.

### Notes:

**Attachments:** 1. Quote from Vetted Security Solutions  
2. Vetted Security Solutions Sole Source Letter from Vigilant Solutions, Inc.  
3. Annual Cost Options  
4. Annual Cost Summary  
5. 2nd Amendment to Enterprise Service Agreement  
6. 1st Amendment to Enterprise Service Agreement  
7. Original Enterprise Service Agreement  
8. Agenda (2016-05-04)  
9. Agenda (2015-09-16)

**Agenda Date:** 01/11/2017

**Agenda Number:** 3.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	01/11/2017	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Shechter, Commissioner Castillo, Commissioner Schwartz and Commissioner Siple			
			Nay: 0				

# **SUMMARY EXPLANATION AND BACKGROUND:**

1. On September 16, 2015, the City Commission approved the sole source purchase of the Vigilant Intelligence-Led Policing Package with Stationary License Plate Reader (LPR) Hardware along with the purchase of two compatible mobile LPR trailers from Vetted Security Solutions for a total cost of \$83,783.40.
2. On May 4, 2016, the City Commission approved the sole source purchase of an additional Vigilant Intelligence-Led policing (ILP) package with Stationary License Plate Reader (LPR) hardware, three compatible mobile LPR trailers, and one mobile LPR 3-camera system from Vetted Security Solutions for a total cost of \$137,953.
3. The City of Pembroke Pines Police Department would like to purchase an additional Vigilant Intelligence-Led Policing Package for the 2016-17 fiscal year, along with stationary LPR hardware, two compatible mobile LPR trailers, one mobile LPR 2-camera system, and one mobility kit.
4. Vetted Security Solutions is the sole source/certified reseller of Vigilant Solution products in the South Florida area and the City of Pembroke Pines Police Department would like to purchase the following items:

<b>Qty.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Vigilant Intelligence-Led Policing Package*	\$34,495.00	\$34,495.00
2	Mobile LPR Trailer 2-Camera System**	\$26,400.00	\$52,800.00
1	Mobile LPR 2-Camera System***	\$15,370.00	\$15,370.00
1	Installation, Training, Start-up, Delivery, etc.	\$ 5,100.00	\$ 5,100.00
1	Upgrade to Mobility Kit for Mobile Units****	\$ 2,500.00	\$ 2,500.00
1	Hosting/Maint. for the Mobile LPR 2-Camera System (Per 2 Cameras)	\$ 850.00	\$ 850.00
1	Hosting/Maint. for the Hardware Provided by ILP Package (1 Year)	Included	Included
1	Private Data Subscription (1 Year)	Included	Included
			\$111,115.00

\*The Vigilant Intelligence Led Policing Package (ILP) comes with six (6) License Plate Reader Cameras, a data subscription to a license plate database and facial recognition program.

\*\*Each of the mobile LPR trailers uses two (2) cameras, therefore there will be two (2) full Mobile LPR Trailer Camera Systems that will be utilized by the Police Department as a result of this purchase.

\*\*\*The Mobile LPR 2-Camera System (which is vehicle based) allows the Police Department to read tags while on the move through neighborhoods, parking lots, etc. since it is mounted on a police vehicle in lieu of a trailer that has been positioned at a fixed location.

\*\*\*\*The two remaining cameras from the Vigilant Intelligence Led Policing Package (ILP) will also be mounted to a vehicle using the mobility kit.

5. As a result of this purchase, the new Vigilant Intelligence Led Policing Package will

extend the City's existing data subscription to Vigilant's license plate database and facial recognition program, for an additional year, to January 16, 2019. Without the purchase of the Vigilant Intelligence Led Policing Package, it would cost the City \$22,500 to subscribe for an additional year of Vigilant's license plate database and facial recognition program.

6. After the expiration of the existing data subscription along with the hosting and maintenance services, the City will have the option to continue purchasing:

(A) Annual Hosting and Software Maintenance - Hosting of the data and software updates, tech support, bug fixes and user requested developmental changes. The annual cost depends on the number of cameras that the City would have, as there is a charge per camera that is dependent on the total number of cameras owned. In this case, the total annual cost would be \$8,925 (\$425 per camera for the four (4) cameras that the City purchased in 2015, the nine (9) cameras the City purchased in 2016, and the eight (8) new cameras being requested by the City to purchase now.)

(B) Annual Private Data Subscription - Vigilant Solutions Private Data has over four billion license plate reads nationwide and the FaceSearch Facial Recognition program has over three million booking photos from the State of Florida. The annual cost is based on a tiered pricing system that is dependent on the size of the agency. In this case, the total annual cost would be \$22,500.

7. The Police Department's goal is to reach a total of fifteen (15) Mobile LPR Trailer 2-Camera Systems by the end of FY 2020-2021.

8. In lieu of purchasing the Annual Private Data Subscription for \$22,500 in the future years, the Police Department would like to purchase an additional ILP package, at a cost of \$34,495, as the package would provide six (6) Raptor3 cameras along with the Annual Private Data Subscription. In addition, the Police Department plans to purchase two (2) compatible Mobile LPR trailers at a cost of \$26,400 each, and one mobility kit at a cost of \$2,500, to mount the six (6) cameras that are included with the ILP package. The Police Department also plans to purchase one mobile LPR 2-Camera System at a cost of \$15,370. The Police Department will continue with this planned course of action until their goal of fifteen (15) Mobile LPR Trailer 2-Camera Systems is met.

9. Request City Commission to approve the sole source 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, and one mobility kit for a total cost of \$111,115.

[Item has been reviewed by the Commission Auditor and approved for the Agenda.](#)

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$111,115.

**b) Amount budgeted for this item in Account No:** \$111,115 available in 1-521-3001-64400 (Other Equipment)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5 year projection of the operational cost of the project:** The annual cost for future years increases by the Annual Hosting and Software Maintenance costs for each existing camera. The annual hosting and software maintenance cost is \$500 per camera (1-14

cameras), \$425 per camera (15-30 cameras), and \$375 per camera (31-60 cameras). In addition, each future year includes the cost to purchase an additional Vigilant Intelligence Policing Package which includes the renewed Private Data Subscription along with the additional hardware.

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$111,115	\$111,115	\$111,015	\$111,015	\$111,015
Net Cost	\$111,115	\$111,115	\$111,015	\$111,015	\$111,015

**e) Detail of additional staff requirements:** Not Applicable



**SECOND AMENDMENT TO THE ENTERPRISE SERVICE AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
VIGILANT SOLUTIONS, INC.**

**THIS AGREEMENT**, dated this 21 day of February 2017, 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**VIGILANT SOLUTIONS, INC.**, a Delaware corporation, with a business address of **2021 Las Positas Court Suite #101, Livermore, CA 94551**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, the City of Pembroke Pines Police Department has field tested mobile License Plate Reader (LPR) systems and wishes 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 CITY approved the sole source purchase of the Vigilant Intelligence-Led Policing Package with stationary License Plate Reader (LPR) hardware and two compatible mobile LPR trailers from Vetted Security Solutions; and,

**WHEREAS**, the CITY and CONTRACTOR entered into the original enterprise service agreement "Original Agreement" on November 16, 2015 for an initial one (1) year period, commencing on January 16, 2016 and terminating on January 16, 2017; and,

**WHEREAS**, on May 4, 2016, the CITY approved an additional purchase of the Vigilant Intelligence-Led Policing Package with stationary License Plate Reader (LPR) hardware and three compatible mobile LPR trailers and one mobile LPR 3-Camera system from Vetted Security Solutions; and,

**WHEREAS**, the CITY and CONTRACTOR entered into the First Amendment to the original enterprise service agreement "Original Agreement" on May 10, 2016 to extend the term of the agreement for an additional year terminating January 16, 2018 and to revise the terms of the





Original Agreement; and,

**WHEREAS**, on January 11, 2017, the CITY approved an additional purchase of the Vigilant Intelligence-Led Policing Package with stationary License Plate Reader (LPR) hardware and two compatible mobile LPR trailers, one mobile LPR 2-Camera system, and one mobility kit from Vetted Security Solutions; and,

**WHEREAS**, the PARTIES desire to amend the Original Agreement to extend term of the agreement for an additional year terminating January 16, 2019; and,

**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 follows:

**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), entitled "Term" of the Original Agreement is hereby repealed and replaced with the following:

A. Term. The term of this Agreement shall expire on January 16, 2019, 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.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 5.** 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.



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY:

CHARLES F. DODGE  
CITY MANANGER

MARLENE D. GRAHAM,  
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

VIGILANT SOLUTIONS, INC.

WITNESSES

Grenet Sitot  
Print Name

BY: James J. Coppola  
Print Name: James J. Coppola  
Title: Controller

Print Name

STATE OF )  
 ) ss:  
COUNTY OF )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of VIGILANT SOLUTIONS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of VIGILANT SOLUTIONS, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of ALAMEDA

On 1/5/2017 before me, VIMAL P. SOLANKI, NOTARY PUBLIC

Date Here Insert Name and Title of the Officer

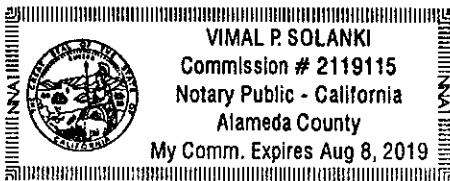
personally appeared JAMES J. CIOPPA

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vimal P. Solanki, Notary Public  
Signature of Notary Public  
Vimal P. Solanki

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document SECOND AMENDMENT TO THE ENTER PRICE SERVICE AGREEMENT BETWEEN THE CITY OF MEMPHIS AND VEBELANT SOLUTIONS, Inc.

Title or Type of Document: AND VEBELANT SOLUTIONS, Inc.

Document Date: 1/5/2017

Number of Pages: 3

Signer(s) Other Than Named Above: n/a

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: JAMES J. CIOPPA

☒ Corporate Officer — Title(s): CONTROLLER

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: VEBELANT SOLUTIONS, Inc.

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_