



**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
VIGILANT SOLUTIONS, LLC**

THIS AMENDMENT ("Sixth Amendment"), dated this ____ day of _____, **2021**, is by and between:

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

and

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

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

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

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

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

WHEREAS, on **November 16, 2015** the Parties entered into the Enterprise Service Agreement ("Original Agreement") for an initial **one (1) year** period which terminated on **January 16, 2017** and authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** periods; and,

WHEREAS, on **May 10, 2016**, the Parties entered into the First Amendment to the Original Agreement to include the additional purchase of the Vigilant Intelligence-Led Policing (ILP) Package with stationary License Plate Reader (LPR) hardware, three (3) compatible mobile PLR trailers, and one (1) mobile LPR 3-Camera system from Vetted Security Solutions, as approved by the Affiliate on **May 4, 2016**, to revise the compensation amount, and to extend the term of the Agreement for an additional year, expiring on **January 16, 2018**; and,



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

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

WHEREAS, on **June 17, 2020**, the Parties entered into the Fourth Amendment to the Original Agreement, as amended, to include the additional purchase of one (1) Vigilant Intelligence-Led Policing (ILP) Package with mobile License Plate Reader (LPR) hardware, with trailer retrofit kit, and two (2) LPR Mobiles Systems from Vetted Security Solutions as approved by the Affiliate on **June 17, 2020** and to extend the term of the Agreement for an additional **one (1) year** expiring on **January 16, 2021**; and,

WHEREAS, on **December 16, 2020**, the Parties entered into the Fifth Amendment to the Original Agreement, as amended, to include the additional purchase of two (2) Vigilant Intelligence-Led Policing (ILP) Packages with mobile License Plate Reader (LPR) hardware, each with trailer retrofit kit, from Vetted Security Solutions as approved by the Affiliate on **December 16, 2020** and to extend the term of the Agreement for an additional **one (1) year** expiring on **January 16, 2022**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term of the Original Agreement, as amended, together with all subscription Service Periods for an additional **nine (9) month period** to coincide with the City's fiscal year, which shall commence on **January 17, 2022** and naturally expire on **September 30, 2022**; and,

WHEREAS, the Parties further desire to supplement and amend the terms of the Original Agreement, as amended, to switch over to Service Package – Option #1, as contained herein as set forth in this Sixth Amendment.

W I T N E S S E T H

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



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

SECTION 2. Any language contained in this Second Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. Pursuant to this Sixth Amendment to the Original Agreement, the amount paid by Affiliate to Vigilant shall not exceed THIRTY SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS AND FORTY-EIGHT CENTS (\$37,530.48).

SECTION 4. Section III (A) of the Original Agreement, as amended, entitled "Term", is hereby revised and amended as set forth below:

"A. Term. The term of this Agreement shall expire on ~~January 16, 2022~~September 30, 2022, 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 5. Section X(A) of the Original Agreement, as amended, is hereby amended to unselect Option #2 and select Option # 1 as set forth below:

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.

SECTION 6. Investigative Data Platform. The Investigative Data Platform (IDP) Agreement, required for Service Package Option #1, attached hereto as Exhibit “A-6” shall be included as part of the Original Agreement, as amended.

SECTION 7. Section X(B) of the Original Agreement, as amended, entitled “Service Fee” is hereby revised and amended as set forth below:

- 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 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)					
(Payable to Vigilant)					
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)	\$14,995.00	\$14,995.00
	ILP Tier 2 (Option #3)	\$34,495.00	\$34,495.00
	ILP Tier 3 (Option #2)	\$89,495.00	\$89,495.00
	ILP Tier 4 (Option #2)	\$154,495.00	\$154,495.00

Annual Service Fee Schedule for Investigative Data Platform (IDP) Service Package (Payable to Vigilant's only certified reseller: Vetted Security Solutions)	
	\$32,750.00

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

SECTION 8. Scrutinized Companies. Vigilant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

8.2.2 Is engaged in business operations in Syria.

SECTION 9. Employment Eligibility. Vigilant certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

9.1 Definitions for this Section:

9.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services



to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

9.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

9.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

9.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

9.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

9.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

9.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

9.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or



ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Sixth Amendment.

SECTION 14. This Sixth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Sixth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



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

Affiliate:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

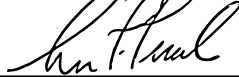
APPROVED AS TO FORM:

BY: _____
CHARLES F. DODGE, CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

Vigilant:

VIGILANT SOLUTIONS, LLC

Signed By: _____


Print Name: _____ Text

Title: _____ Area Sales Manager



VIGILANT SOLUTIONS – INVESTIGATIVE DATA PLATFORM STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT

This Agreement is made and entered into on _____, 2021 by and between Vigilant Solutions, LLC, a Delaware corporation (“**Vigilant**”) and the City of Pembroke Pines, an Originating Agency Identifier (ORI) credentialed law enforcement agency (“**Agency**”).

A. Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and

B. Agency desires to obtain access to Vigilant’s Software Service with available publicly and commercially collected LPR data via the Law Enforcement Archival Reporting Network (LEARN) server and publicly and commercially collected booking images via the FaceSearch server; and

C. Agency may separately purchase LPR hardware components from Vigilant and/or its authorized reseller for use with the Software Service (as defined below);

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions.

(a) Booking Images. Refers to both LEA Booking Images and Commercial Booking Images.

(b) Commercial Booking Images. Refers to images collected by commercial sources and available on the Software Service with a paid subscription.

(c) Commercial LPR Data. Refers to LPR data collected by private commercial sources and available on the Software Service with a paid subscription.

(d) Confidential Information. Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.



(e) **LEA.** Refers to a law enforcement agency.

(f) **LEA Booking Images.** Refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA's policies.

(g) **LEA LPR Data.** Refers to LPR data collected by LEAs and available on the Software Service 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.

(h) **License Plate Recognition ("LPR").** Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

(i) **LPR Data.** Refers to both LEA LPR Data and Commercial LPR Data.

(j) **Software Service.** Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data and Booking Images.

(k) **User.** Refers to an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access the Software Service on behalf of Agency through login credentials provided by Agency.

2. **Licensed Access to the Software Service.**

(a) **Grant of License.** During the term of this Agreement, Vigilant grants Agency a non-exclusive, non-transferable right and license to access the Software Service for use in accordance with the terms of this Agreement.

(b) **Authorized Use.** Agency is prohibited from accessing the Software Service other than for law enforcement purposes.

(c) **Ownership of Commercial LPR Data, Commercial Booking Images, FaceSearch Software and LEARN Software.** Except for the rights expressly granted by Vigilant to Agency under this Agreement, Vigilant retains all title and rights to the Commercial LPR Data, Commercial Booking Images, FaceSearch Software and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any LPR Data, Booking Images, FaceSearch Software or LEARN Software.

(d) **Restrictions on Use of Software Service.** Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Agency shall instruct each User to comply with the preceding restrictions.

(e) **Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.

(f) **Non-Exclusive Licensed Access.** Agency acknowledges that the right or ability of Vigilant to license other third parties to use the Software Service is not restricted in any manner by this Agreement, and that it is



Vigilant's intention to license a number of other LEAs to use the Software Service. Vigilant shall have no liability to Agency for any such action.

3. Other Matters Relating to Access to Software Service.

(a) Accessibility. The Software Service, LPR Data, Booking Images and associated analytical tools are accessible to LEAs ONLY.

(b) Access to LEA LPR Data. LEA LPR Data is provided as a service to LEAs at no additional charge.

(c) Access to LEA Booking Images. LEA Booking Images are provided as a service to LEAs at no additional charge.

(d) Eligibility. Agency shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the Software Service. Vigilant in its sole discretion may deny Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.

(e) Account Security (Agency Responsibility).

(1) Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency's Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

(2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the Software Service and cannot be copied to another system, unless Agency purchases Vigilant's API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Agency purchase Vigilant's API.

(f) Data Sharing. If Agency is a generator as well as a consumer of LEA LPR Data or LEA Booking Images, Agency at its option may share its LEA LPR Data and/or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access the Software Service (for example, LEAs who share LEA LPR Data with other LEAs).

(g) Subscriptions. Software Service software applications, LPR Data and Booking Images are available to Agency and its Users on an annual subscription basis based the size of the agency.

(h) Application Programming Interface (API). Vigilant offers an API whereby Agency may load LPR Data and/or Booking Images and provide for ongoing updating of LPR Data or Booking Images into a third-party system of Agency's choosing. This service is offered as an optional service and in addition to the annual subscription fee described in **Section 3(g)**.

4. Restrictions on Access to Software Service.

(a) Non-Disclosure of Confidential Information. Agency, Vigilant, and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information and Agency's use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

(b) Restrictions. As a result of the sensitive nature of the Confidential Information, Agency and Vigilant both agree, except to the extent expressly permitted under this Agreement or as may be required by law, including §119.071, Florida Statutes, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency's access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data



and or Booking Images and other Confidential Information in any way. Additionally, Agency and Vigilant agree to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as the Party would with that Party's own confidential information and to promptly advise the other Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

(c) Third Party Information. Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.

(d) Non-Publication. Agency nor Vigilant shall create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the Software Service or this Agreement without first submitting the material to the other Party and receiving written consent from the other Party. This restriction is specifically intended to ensure consistency with other media messaging.

(e) Non-Disparagement. Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.

(f) Manner of Use. Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.

(g) Survival of Restrictions and Other Related Matters.

(1) Agency shall cause each User to comply with the provisions of this **Section 4**.

(2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4**.

(3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this **Section 4** will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.

(4) No failure or delay by Vigilant in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

(5) The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.

5. Term and Termination.

(a) Term. The Initial Term of this Agreement shall be for a term of one (1) year from the Effective Date of this Agreement (the "Initial Term"). Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Agency with an invoice for the Service Fee due for the subsequent twelve (12) month



period (each such period, a "Service Period"). This Agreement will be extended for a Service Period upon Agency'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. Agency may also pay in advance for more than one Service Period.

(b) Termination.

(1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason. Agency shall not be entitled to a refund of the annual subscription fee, or any portion thereof, if Agency terminates the agreement prior to the end of a Service Period.

(2) Vigilant may terminate this Agreement by providing thirty (30) days written notice to Agency for any reason. If Vigilant's termination notice is based on an alleged breach by Agency, then Agency shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Agency's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Agency has not reasonably cured the described breach of this Agreement, Agency shall immediately discontinue all use of the LEARN Software Service. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Agency's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees paid by Agency 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.

(c) Effect of Termination. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of the Software Service, erase all LPR Data and/or Booking Images accessed through the Software Service from its computers, including LPR Data and/or Booking Images transferred through an API, and return all copies of any related documentation and other materials.

6. Miscellaneous.

(a) Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Addresses for all purposes under this Agreement are:

Vigilant Solutions, LLC
Attn: Sales Administration
1152 Stealth Street
Livermore, California 94551
Telephone: 925-398-2079
E-mail: Sales@vigilantsolutions.com

Agency: City of Pembroke Pines
Attn: Charles F. Dodge, City Manager_
Address: 601 City Center Way, Pembroke Pines, FL 33025

Telephone: 954-450-1040
E-mail: _



Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

(b) Disclaimer. Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

(c) Limitations of Liability. NEITHER PARTY MAY BE LIABLE FOR THE OTHER PARTY'S USE OF THE LPR DATA, BOOKING IMAGES OR SOFTWARE SERVICE APPLICATIONS AND WILL NOT BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE VILIGANT'S AND AGENCY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00.

(d) Indemnification. Agency agrees to remain liable for any and all claims, suits, actions, or other proceedings brought against Vigilant and its employees, representatives, agents, officers, directors, and corporate employees (each, an "Indemnified Party"), based on or arising from any claim resulting from Agency's own actual or alleged negligence, willful misconduct, acts or omissions during performance of this Agreement, subject to the rights and immunities afforded to it under the common law or §768.28, Florida Statutes.

(e) Independent Contractor Status. Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

(f) Assignment of this Agreement. Neither Party may assign its rights or obligations under this Agreement to any party, without the express written consent of the other Party.

(g) No Exclusivity. Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data and Booking Images to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.

(h) No Reliance. Agency represents that it has independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from Vigilant or any other party, other than as expressly set forth in this Agreement.

(i) Governing Law; Venue. THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN BROWARD COUNTY, FLORIDA.

(j) Amendments. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. Vigilant's waiver of any breach or default will not constitute a waiver of any other or subsequent breach or default.

(k) Entirety. This Agreement and the Agency's purchase order, setting forth Vigilant's Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price,



represent the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this **Section 6(k)**, no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.

(l) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

(m) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Price Adjustments. 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 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Agency notice of the proposed increase on or before the date that Vigilant invoices Agency for the upcoming Service Period.

(o) CJIS Requirements. Agency certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.




IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company: Vigilant Solutions, LLC

Authorized Agent: - Sean Prude

Title: Area Sales Manager

Date: 10/19/21

Signature: 

Agency: _____

Authorized Agent: -

Title: _____

Date: _____

Signature: _____

*[signature page – Investigative Data Platform
State and Local Law Enforcement Agency Agreement]*



Exhibit A: CJIS Requirements

Vigilant and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Agency-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and Agency agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Vigilant agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.



8. Vigilant will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Agency data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
13. Vigilant will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Agency owned information through Agency managed role-based access and applied sharing rules configured by Agency.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Vigilant support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Vigilant support staff will only have access when granted by Agency.)
23. Vigilant will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by Agency data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
28. Vigilant agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:

1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or



system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.

3. Agency agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Agency agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.
7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.
8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.
9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Agency agrees to reinforce client staff policies for not sharing user accounts.
13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Agency agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Agency agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.
19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



City of Pembroke Pines

**FIFTH AMENDMENT
TO ENTERPRISE SERVICE AGREEMENT**

THIS AMENDMENT ("Fifth Amendment"), dated this 16th day of December, **2020**, is by and between:

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

and

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

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

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

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

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

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

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

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



City of Pembroke Pines

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

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

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

WHEREAS, on **June 17, 2020 nunc pro tunc January 16, 2020**, the Parties entered into the Fourth Amendment to the Original Agreement, as amended, to include the additional purchase of one (1) Vigilant Intelligence-Led Policing (ILP) Package with mobile License Plate Reader (LPR) hardware, with trailer retrofit kit, and two (2) LPR Mobiles Systems from Vetted Security Solutions as approved by the Affiliate on **June 17, 2020** and to extend the term of the Agreement for an additional **one (1) year** terminating on **January 16, 2021**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term of Original Agreement, as amended, for an additional **one (1) year period** as set forth in this Fifth Amendment to Original Agreement.

W I T N E S S E T H

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

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

SECTION 2. Any language contained in this Fifth Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. Section III (A) of the Original Agreement, as amended, entitled "Term", is hereby revised and amended as set forth below:



City of Pembroke Pines

A. Term. The term of this Agreement shall expire on **January 16, 2024**, 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. Section XI (L) of the Original Agreement, as amended, entitled "Notices; Authorized Representatives; Technical Support Agents", is hereby revised and amended as set forth below:

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.

Vigilant Solutions, Inc. Attn.: Sales Administration 2021 Las Positas Court Suite # 101 1152 Stealth Street, Livermore, CA 94551	Affiliate: City of Pembroke Pines Attn.: Charles F. Dodge, City Manager 10100 Pines Boulevard 601 City Center Way, 4 th Floor Pembroke Pines, FL 33025	Copy To: Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite #200 Fort Lauderdale, FL 33308
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SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

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

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as



City of Pembroke Pines

repealed herein, forms an essential part of this Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fifth Amendment.

SECTION 9. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

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

ATTEST:

DocuSigned by:
Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

DocuSigned by:
Danielle Schwabe
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

Affiliate:

CITY OF PEMBROKE PINES

DocuSigned by:
Charles F. Dodge
BY: CHARLES F. DODGE
CITY MANAGER

Vigilant:

VIGILANT SOLUTIONS, LLC

Signed By: *Bill Quinlan*
Print Name: Bill Quinlan
Title: Vice President Sales Operations



INVOICE

Vigilant Solutions, LLC
 1152 Stealth Street
 Livermore CA 94551
 United States
 Ph: (925) 398-2079 Fax: (925) 398-2113

Page Number	1 of 2
Request Date	11/03/2020
Sold To	605783
Branch Plant	10204
Order Number	22960 S5
Invoice	37238 RI
Invoice Date	11/03/2020

Sold To:

PEMBROKE PINES POLICE DEPARTMENT
 9500 PINES BLVD.
 PEMBROKE PINES FL 33024
 United States

Line No	Item Number	Description	Quantity	Price
1	ESA RENEWALS STD OPT 2	ANNUAL SUBSCRIPTION RENWL FEE Period: 1/21 - 12/21	1	\$ 11,250.00
2	ESA RENEWALS BASIC	ANNUAL SUBSCRIPTION RENWL FEE Period: 1/21 - 12/21	1	\$ 4,312.50
Terms		Net 30 Days		
Net Due Date		12/3/2020	Total Service Charge	\$ 15,562.50

* Details on annual CLKs renewal are included in the attached schedule.

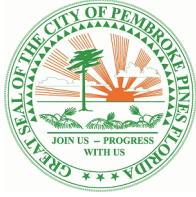


Service Period	January 1, 2021 to December 31, 2021
Service Level	ESA-Basic
Annual Rate per Camera	\$ 375
Total Cameras	46

Year	Month	Eligible Cameras	Monthly Service Charge
2021	January	40	\$ 1,250.00
2021	February	40	\$ 1,250.00
2021	March	40	\$ 1,250.00
2021	April	40	\$ 1,250.00
2021	May	40	\$ 1,250.00
2021	June	40	\$ 1,250.00
2021	July	40	\$ 1,250.00
2021	August	40	\$ 1,250.00
2021	September	40	\$ 1,250.00
2021	October	46	\$ 1,437.50
2021	November	46	\$ 1,437.50
2021	December	46	\$ 1,437.50
Total Service Period Charge			\$ 15,562.50

Represents the number of Eligible Cameras with CLKs due for each respective month.

The Monthly Service Charge is calculated by taking the Annual Rate/12 months x monthly number of Cameras.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 19.

File ID: 20-0903

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 12/07/2020

Short Title:

Final Action: 12/16/2020

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Edmentum, Inc. - Edmentum Courseware & Study Island Mastery Program - Renewal

(B)(1) Southern Home Care Services, Inc. d/b/a All Ways Caring Homecare - Home Healthcare Services - Renewal

(B)(2) Douglas Gardens Home Care, Inc. - Home Healthcare Services - Renewal

(C) Vigilant Solutions, Inc. - License Plate Reader, Camera License - Renewal

(D) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Renewal

ITEM (E) IS NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS ITEM IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Non-Renewal

***Agenda Date:** 12/16/2020

Agenda Number: 19.

Internal Notes:

Attachments: 1. Contract Database Report - December 16, 2020, 2. A.1. Edmentum, Inc. - _Courseware SI_Agreement Addendum 2021-22_FINAL, 3. A.2. Edmentum, Inc. - Courseware & Study Island Current Agreements -2020-2021-All Backup, 4. B.1. Southern Home Care Services, Inc - Home

Agenda Request Form Continued (20-0903)

Healthcare Services All Backup, 5. B.2. Douglas Gardens Home Care, Inc. - Home Healthcare Services -All Backup, 6. C. Vigilant Solutions, Inc. - Enterprise Service Agreement -All Backup, 7. D. Toshiba America Business Solutions - Multi-Function Products -All Backup, 8. E. Safeguard Services, Inc. - Janitorial Services for Police Department - Orig-5th A- All Backup

1	City Commission	12/16/2020	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr., Commissioner Castillo, and Commissioner Siple				
Nay: - 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Report.

(A) Edmentum, Inc. - Edmentum Courseware & Study Island Mastery Program - Renewal

1. On October 7, 2020 the City Commission approved the overall purchase cost for the Edmentum Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School at \$42,793.60 for the 2020-21 School Year.
2. Edmentum, Inc. is an education services company which provides online, mobile, and software-based learning products. The company's learning system is an interactive instructional and testing system that provides teachers with curriculum and instructional management and assessment tools. It offers Edmentum Courseware, an online curriculum of virtual courses that includes a range of core subjects, electives, global languages and honor classes. Additionally, the Study Island mastery program, combines rigorous content that is highly customized to specific state standards in math, reading, writing, science, and social studies with interactive features and games that engage, reinforce and reward student learning achievement, while providing teachers with tools to assess, remediate and enrich student achievement.
3. The Pembroke Pines Academic Village Charter School (AVCS) has purchased and utilized Edmentum courseware and the Study Island mastery program since school year 2013-14, and every school year thereafter. The Pembroke Pines Charter West and Central Middle Schools

Agenda Request Form Continued (20-0903)

(PPCMS) have been utilizing the Study Island mastery program for Social Studies and Sciences since school year 2015-16 and every school year thereafter.

4. The AVCHS and PPCMS recommend that the City Commission approve renewal of the annual license and software subscription with Edmentum, Inc. for Edmentum Courseware and the Study Island products for the term commencing on February 28, 2021 and expiring on February 27, 2022.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$41,588.50

b) Amount budgeted for this item in Account No:

Courseware and Study Island - Software: 172-569-5053-52652-5103-369	\$19,916.00
Shared SI PD & Courseware PD - Pro. Svcs.: 172-569-5053-31310-6400-310	\$3,333.34
Total Academic Village	\$23,249.34

Courseware and Study Island - Software: 171-569-5052-554-52652-5102-369	\$8,521.50
Shared SI PD - Pro. Svcs.: 171-569-5052-554-31310-6400-310	\$833.33
Total Central Campus (Middle)	\$9,354.83

Courseware and Study Island - Software: 171-569-5052-553-52652-5102-369	\$8,151.00
Shared SI PD - Pro. Svcs.: 171-569-5052-553-31310-6400-310	\$833.33
Total West Campus (Middle)	\$8,984.33

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

d) 1 year projection of the operational cost of the project:

	Current School FY
Revenues	\$.00
Expenditures	\$41,588.50
Net Cost	\$41,588.50

e) Detail of additional staff requirements: Not Applicable

(B)(1) Southern Home Care Services, Inc. d/b/a All Ways Caring Homecare - Home Healthcare Services - Renewal

1. On February 21, 2018, the City Commission approved the findings and recommendations of the evaluation committee and awarded CS-17-02 Home Healthcare Services - Personal Care, Homemaker & Respite Services to Southern Home Care Services, Inc. as the primary vendor and Douglas Gardens Home Care, Inc. as the secondary vendor.

2. On April 9th, 2018, the City entered into a Home Healthcare Services Agreement with Southern Home Care Services, Inc. for an initial three (3) year period, which expires on March 7th, 2021.

Agenda Request Form Continued (20-0903)

3. Section 3.2 of the Original Agreement allows for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On March 20th, 2019, Southern Home Care Services, Inc. changed its fictitious name from Rescare Homecare to All Ways Caring Homecare.
5. The Community Services Department recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on March 8th, 2021 and ending on March 7th, 2024, as allowed by the agreement.
6. The Financial Impact of Southern Homecare Care Services, Inc. is being presented below together with Douglas Gardens Home Care, Inc.

(B)(2) Douglas Gardens Home Care, Inc. - Home Healthcare Services - Renewal

1. On February 21, 2018, the City Commission approved the findings and recommendations of the evaluation committee and awarded CS-17-02 Home Healthcare Services - Personal Care, Homemaker & Respite Services to Southern Home Care Services, Inc. as the primary vendor and Douglas Gardens Home Care, Inc. as the secondary vendor.
2. On May 29th, 2018, the City entered into a Home Healthcare Services Agreement with Douglas Gardens Home Care, Inc. for an initial three (3) year period, which expires on March 7th, 2021.
3. Section 3.2 of the Original Agreement allows for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Community Services Department recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing March 8th, 2021 and ending March 7th, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** None. Funded through Older Americans Act (OAA) Title IIIB total funds available in the amount of \$166,095 to provide In-Home Services as needed (Homemaker, Personal Care & Respite).
- b) Amount budgeted for this item in Account No:** Funds are budgeted in account 199-569-8005-24-34990 Contractual Services-Other.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** Not Applicable.
- e) Detail of additional staff requirements:** Not Applicable.

(C) Vigilant Solutions, Inc. - License Plate Reader, Camera License - Renewal

1. On November 16, 2015, the City entered into an Enterprise Service Agreement with Vigilant

Agenda Request Form Continued (20-0903)

Solutions for an initial one (1) year period, commencing on January 16, 2016 and expiring January 16, 2017.

2. The City of Pembroke Pines Police Department utilizes Vigilant Solutions to provide software licenses for their license plate reader database, systems, and associated cameras.

3. Section IIIA of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Original Agreement has been renewed four (4) times, with the Fourth Amendment extending the term to January 16, 2021.

5. Renewal of the Agreement covers renewal of the camera software licenses with the database and systems licenses covered under the most recent purchase of the Intelligence Led Policing ("ILP") package. Dependent on future ILP purchases, future renewals could cover all three groups of software licenses for a total annual cost greater than \$25,000, accordingly.

6. The Police Department recommends that the City Commission approve this Fifth Amendment for the one (1) year renewal term commencing January 17, 2021 and ending January 16, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$15,562.50

b) Amount budgeted for this item in Account No: \$15,562.50, account # 1-521-3001-46800: Maintenance Contracts

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

d) 1 year projection of the operational cost of the project

	Current FY
Revenues	\$.00
Expenditures	\$15,562.50
Net Cost	\$15,562.50

e) Detail of additional staff requirements: Not Applicable

(D) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Renewal

1. On February 3, 2015, the City entered into an Agreement with Toshiba America Business Solutions, Inc. for an initial five (5) year period, commencing February 1, 2015 and expiring February 1, 2020.

2. The City of Pembroke Pines utilizes Toshiba America Business Solutions, Inc. to provide for the purchase and lease of Multi-Function Products (Printers/Copiers) city-wide.

Agenda Request Form Continued (20-0903)

3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On April 15, 2020, nunc pro tunc February 1, 2020, the Parties entered into the First Amendment for the first one (1) year renewal term commencing on February 2, 2020 and expiring on February 1, 2021.

5. The Technology Services Department recommends on behalf of all Departments city-wide that the City Commission approve this Second Amendment for the one (1) year renewal term commencing on February 2, 2021 and expiring on February 1, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$216,725.00, this is an estimate based on each department's current needs and usage, which could change throughout the year.

b) Amount budgeted for this item in Account No: Various accounts City-wide and School-wide with an estimated \$129,969.62 under object code 44200 Rents, Machinery and Equipment and \$86,755.40 under 46800 Maintenance Contracts:

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

d) 1 year projection of the operational cost of the project:

44200 Rents, Machinery and Equipment

	School FY 2020-21		School FY 2021-22
	(Feb-Jun)		(Jul-Jan)
Revenues	\$.00	\$.00	
Expenditures	\$21,977.16		\$30,768.04
Net Cost	\$21,977.16		\$30,768.04

	City FY 2020-21		City FY 2021-22
	(Feb-Sept)		(Oct-Jan)
Revenues	\$.00	\$.00	
Expenditures	\$51,482.95		\$25,741.48
Net Cost	\$51,482.95		\$25,741.48

46800 Maintenance Contracts

	School FY 2020-21		School FY 2021-22
	(Feb-Jun)		(Jul-Jan)
Revenues	\$.00	\$.00	
Expenditures	\$16,478.16		\$23,069.41
Net Cost	\$16,478.16		\$23,069.41

	City FY 2020-21		City FY 2021-22
	(Feb-Sept)		(Oct-Jan)
Revenues	\$.00	\$.00	
Expenditures	\$31,471.88		\$15,735.95
Net Cost	\$31,471.88		\$15,735.95

Agenda Request Form Continued (20-0903)**Object codes 44200 and 46800 combined**

	School FY 2020-21	School FY 2021-22
	(Feb-Jun)	(Jul-Jan)
Revenues	\$.00	\$.00
Expenditures	\$38,455.32	\$53,837.45
Net Cost	\$38,455.32	\$53,837.45

	City FY 2020-21	City FY 2021-22
	(Feb-Sept)	(Oct-Jan)
Revenues	\$.00	\$.00
Expenditures	\$82,954.84	\$41,477.42
Net Cost	\$82,954.84	\$41,477.42

e) Detail of additional staff requirements: Not Applicable.

ITEM (E) IS NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS ITEM IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Non-Renewal

1. On May 6, 2015, the City Commission approved to enter into a contractual services agreement with Safeguard Services, Inc. for an initial two (2) year period.
2. Safeguard Services, Inc. provides janitorial services for the Police Department: initially the service was for three locations (East Station, West Station and Training Facility), with the VIN Office being added later, via the Third Amendment.
3. Section 3.2 of the Original Agreement allows for two (2) additional, two (2) year renewal terms.
4. On November 30, 2015, the Parties executed the First Amendment to the Original Agreement to waive the Performance Bond.
5. On July 6, 2017 and on March 18, 2019, the Parties executed the Second and Fourth Amendments to the Original Agreement, respectively, to exercise each of the two (2) renewal options and extend the term of the Agreement to May 31, 2021.
6. The Original Agreement, as amended, is in its final term and does not allow for any further renewals. The Police Department has begun the procurement process for a new agreement for these services.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																			
INSURED Motorola Solutions, Inc. including Vigilant Solutions LLC 500 W. Monroe Chicago IL 60661 USA		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td>Lloyd's Syndicate No. 4711</td><td>AA1120090</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	Liberty Mutual Fire Ins Co	23035	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:	Lloyd's Syndicate No. 4711	AA1120090	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** 570082411314 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested																	
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			WA764D005169080 All other states WC7641005169090 WI	07/01/2020	07/01/2021	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000									
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Vigilant Solutions LLC is an Additional Named Insured under the policies. RE: Enterprise Service Agreement. The City of Pembroke Pines is included as Additional Insured under the General Liability policy if required in writing and executed contract.

CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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City of Pembroke Pines

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

THIS IS AN AGREEMENT ("Agreement"), dated this 17th day of June,
2020 *munc pro tunc* **January 16, 2020**, by and between:

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

and

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

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

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

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

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

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

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

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



City of Pembroke Pines

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

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

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

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

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

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

W I T N E S S E T H

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

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

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

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



City of Pembroke Pines

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

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

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

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

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

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

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

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

2.1 Is on the Scrutinized Companies with Activities in Sudan



City of Pembroke Pines

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

2.2 Is engaged in business operations in Syria.

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

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

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

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HAS BEEN INTENTIONALLY LEFT BLANK




City of Pembroke Pines

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

ATTEST:

Affiliate:


CITY OF PEMBROKE PINES


MARLENE D. GRAHAM,
CITY CLERK

BY:


CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


Print Name: Beth Morgan 6/14/2020
OFFICE OF THE CITY ATTORNEY

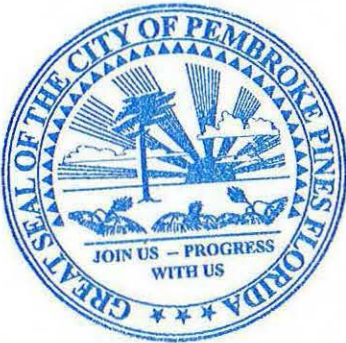
Vigilant:

VIGILANT SOLUTIONS, LLC

By:

Name: Bill Quinlan

Title: Vice President Sales Operations





INVOICE

Vigilant Solutions, LLC
1152 Stealth Street
Livermore CA 94551
United States

Ph: (925) 398-2079 Fax: (925) 398-2113

Page Number 1 of 1
Request Date 03/26/2020
Sold To 605783
Ship To 605783
Branch Plant 10204
Customer PO
Order Number 19880 S5
Invoice 31909 RI
Invoice Date 03/27/2020

89070

PEMBROKE PINES POLICE DEPARTMENT
9500 PINES BLVD.
PEMBROKE PINES FL 33024
United States

Attn: Stacy Jurgens
Ph: 954-431-2200

89070

PEMBROKE PINES POLICE DEPARTMENT
9500 PINES BLVD.
PEMBROKE PINES FL 33024
United States

Attn: Stacy Jurgens
Ph: 954-431-2200

Project	Order By	Order Date	Ship Method	Ship Date	Ship To
		03/26/2020			

Line No	Item Number	Description	Ship Date	Ship/Back /Cancel	Unit Price	Extended Price	Tax
1.000	ESA RENEWALS STD OPT 2	Annual CLK Renewal Period- 1/20-12/20	03/27/2020	21 S	375.00	7875.00	N
2.000	ESA RENEWALS STD OPT 2	(2) CLK's Prorated for 3 Mos Period- 10/20-12/20	03/27/2020	1 S	188.00	188.00	N
3.000	ESA RENEWALS STD OPT 2	(6) CLK's Prorated for 4 Mos Period- 9/20-12/20	03/27/2020	1 S	750.00	750.00	N
4.000	ESA RENEWALS STD OPT 2	(11) CLK's Prorated for 5 Mos Period- 8/20-12/20	03/27/2020	1 S	1719.00	1719.00	N
5.000	ESA RENEWALS STD OPT 2	(8) CLK's for 5 Mos Period- 8/19-12/19	03/27/2020	1 S	1250.00	1250.00	N
				Tax Rate 0 %		0 %	
Terms		Net 30 Days		Sales Tax			
Net Due Date		4/26/2020		Total Order		11782.00	



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 2.

File ID: 20-0385

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/06/2020

Short Title: Vigilant Trailer Retrofit Kit and Mobile License Plate Reader

Final Action: 06/17/2020

Title: MOTION TO APPROVE THE SOLE SOURCE PURCHASE OF THE VIGILANT INTELLIGENCE-LED POLICING (ILP) PACKAGE WITH MOBILE LICENSE PLATE READER (LPR) HARDWARE, VIGILANT TRAILER RETROFIT KIT, AND MOBILE LICENSE PLATE READER FROM VETTED SECURITY SOLUTIONS, IN AN AMOUNT NOT TO EXCEED \$131,673.61, AND ALSO TO APPROVE THE FOURTH AMENDMENT TO THE ENTERPRISE SERVICE AGREEMENT (ESA) WITH VIGILANT SOLUTIONS AT A PRO-RATED AMOUNT NOT TO EXCEED \$11,782, PURSUANT TO SECTION 35.18(C)(3) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 06/17/2020

Agenda Number: 2.

Internal Notes:

Attachments: 1. Vetted ILP Package & Trailer Retrofit Quote, 2. Vetted Mobile LPR Quote, 3. Vigilant Solutions - ESA CLK Invoice, 4. Vigilant Solutions - ESA - 4th Amendment (Vendor Executed), 5. Vetted Security Solutions LLC Sole Source Letter, 6. Vigilant Solutions, Inc. -Contract - Amendment 1-2-3, 7. Vigilant Solutions - Contract Performance Report Card

1 City Commission 06/17/2020 approve

Pass

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

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

Nay: - 0

MOTION TO APPROVE THE SOLE SOURCE PURCHASE OF THE VIGILANT INTELLIGENCE-LED POLICING (ILP) PACKAGE WITH MOBILE LICENSE PLATE READER (LPR) HARDWARE, VIGILANT TRAILER RETROFIT KIT, AND MOBILE LICENSE PLATE READER FROM VETTED SECURITY SOLUTIONS, IN AN AMOUNT NOT TO EXCEED \$131,673.61, AND ALSO TO APPROVE THE FOURTH AMENDMENT TO THE ENTERPRISE SERVICE AGREEMENT (ESA) WITH VIGILANT SOLUTIONS AT A PRO-RATED AMOUNT NOT TO EXCEED \$11,782, PURSUANT TO SECTION 35.18(C)(3) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:

- *Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."*

- *Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."*

- *Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"*

- *Section 35.18(C)(3) of the City's Code of Ordinances states, "City Standard, single-source and sole-source commodities or services. City standard, single-source and sole-source commodities or services are exempt from competitive bidding."*

- *Section 35.21(A)(1) of the City's Code of Ordinance states, "A initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."*

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.

2. Vigilant Solutions has provided a sole source letter stating that "This letter is being provided to confirm Vetted Security Solution's exclusive position as a fully authorized and Certified Vigilant Solutions Gold Partner. Vetted Solution has extensive experience installing, servicing and supporting Vigilant Solutions' fixed ALPR deployments throughout the State of Florida. Currently Vetted Solution is the ONLY Vigilant re-seller that is based in Florida. Finally, Vetted is the only current Vigilant Solutions' re-seller that holds the required licenses from the State of Florida Department of Business and Professional Regulations."

3. The City of Pembroke Pines Police Department would like to purchase the following items:

QTY	Description	Unit Price	Total Cost
Pembroke Pines PD - ILP Speed Trailer / Trailer Retrofit			
1	Vigilant Intelligence Led Policing Package	\$34,495.00	\$34,495.00
2	Vigilant ALPR:LPR Speed Trailer (Wanco)	\$25,000.00	\$50,000.00
1	Trailer Retrofits: Trailer Retrofit / Add two (2) LPR Cameras	\$22,950.00	\$22,950.00
2	Wanco Trailer Delivery	\$950.00	\$2,850.00
6	LPR Basic Service Package for Hosted/Managed LPR	N/C	N/C
			\$110,295.00
Pembroke Pines PD - 2-LPR Mobile System			
1	2 Cam Mobile LPR Unit	\$12,361.11	\$12,361.11
2	High Impact Camera Magnet	\$298.00	\$596.00
2	Basic Service Package for Hosted/Managed LPR Deployments	\$1,600.00	\$3,200.00

Agenda Request Form Continued (20-0385)

1	Start Up & Commissioning of 'In Field' LPR system	\$875.00	\$875.00
1	Travel Rates	\$295.00	\$295.00
1	Mobile Installation	\$750.00	\$750.00
1	Shipping Rates for Mobile	\$151.50	\$151.50
1	Mobile LPR 2-Camera kit Extended Hardware Warranty**Including the 1-Year Warranty with purchase of New Equipment	\$3,150.00	\$3,150.00
			\$21,378.61

4. 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. At the time, the City currently owns 40 cameras.

Basic Service:

0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
\$500.00	\$425.00	\$375.00	\$250.00

Standard (Option# 1):

0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
\$725.00	\$615.00	\$540.00	\$365.00

ILP Subscriber CLK Renewal Fees:

0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
\$500.00	\$425.00	\$375.00	\$250.00

(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. At the time, the City is currently on ILP Tier 1 (Option #2).

5. As a result of the purchase of the Vigilant Intelligence Led Policing Package the City's existing data subscription to Vigilant's license plate database and facial recognition program will be extended until January 16, 2021.

6. Request Commission to approve the sole source purchase of the Vigilant Intelligence Led Policing (ILP) package with mobile license plate reader (LPR) hardware, Vigilant trailer retrofit kit, and mobile license plate reader from Vetted Security Solutions, in an amount not to exceed \$131,673.61 and also approve the fourth amendment to the Enterprise Service Agreement (ESA) with Vigilant Solutions at a pro-rated amount not to exceed \$11,782, pursuant to section 35.18(C)(3) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (20-0385)

a) Initial Cost:

Vetted Security Solutions: \$131,673.61

Vigilant Solutions: \$11,782

b) Amount budgeted for this item in Account No: ILP Speed Trailer / Trailer Retrofit:

\$110,295.00 budgeted in account # 1-521-3001- -64400: Other Equipment

2-LPR Mobile System: \$20,423.00 budgeted in account # 124-521-3018-2017-64400: Other Equipment; and \$955.61 budgeted in account # 1-521-3001- -64400: Other Equipment.

Purchase will be made from 2017 Justice Assistance Grant (JAG) funding that was previously allocated to the police department. The full 2017 JAG authorized budget allocation was \$20,423, which will leave the police department with a remaining balance of \$955.61. All 2017 JAG grant funds must be fully expended by no later than Sept 30, 2020.

Camera License Key (CLK's) fee payable to Vigilant Solutions: \$11,782.00 budgeted in account # 1-521-3001- -46800: Maintenance Contracts.

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 hosting and software maintenance cost is \$375 per camera for 31-60 cameras, if the City would choose to continue the service.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$143,455.61	N/A	N/A	N/A	N/A
Net Cost	\$143,455.61	N/A	N/A	N/A	N/A



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME _____	
	PHONE (A/C No. Ext): (866) 283-7122	FAX (A/C No.): (800) 363-0105
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Motorola Solutions, Inc. including Vigilant Solutions LLC 500 W. Monroe Chicago IL 60661 USA	INSURER A: Lloyd's Syndicate No. 4711	AA1120090
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570082001624 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		TB2641005169079	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COM/OP AGG \$1,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-019	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169089 All other states WC7641005169099 WI	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	
A	E&O-MPL-Primary			FSCE01900661	07/01/2019	07/01/2020	Professional Liabil \$1,000,000 Overall policy aggr \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Vigilant Solutions LLC is an Additional Named Insured under the policies. RE: Enterprise Service Agreement. The City of Pembroke Pines is included as Additional Insured under the General Liability policy if required in writing and executed contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>
--	---

Holder Identifier :

Certificate No : 570082001624



City of Pembroke Pines

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

THIS AGREEMENT, dated this 26th 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



City of Pembroke Pines

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



City of Pembroke Pines

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, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
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.



City of Pembroke Pines

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



City of Pembroke Pines

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

MD Graham
MARLENE D. GRAHAM,
CITY CLERK

BY: *Charles F. Dodge*
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

R. J. [Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

VIGILANT SOLUTIONS, LLC.

Steve Cintron

BY: *Bill Quinlan*

Steve Cintron
Print Name

Print Name: Bill Quinlan

Mehert Mengstu

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)

Page 5 of 5

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

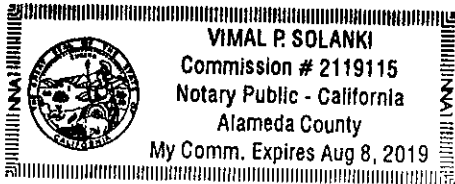
personally appeared BILL QUINLAN

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

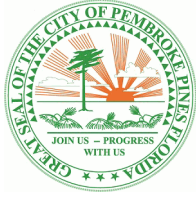
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: THIRD AMENDMENT TO THE ENTERPRISE SERVICE AGREEMENT BETWEEN THE CITY OF PEBBLE BEACH AND VIBRANT SOLUTIONS, LLCDocument Date: 06/13/2018Number of Pages: 5Signer(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: VIBRANT SOLUTIONS, LLC

Signer's Name:

☐ 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

Agenda Request Form Continued (18-0030)

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

Agenda Request Form Continued (18-0030)

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	

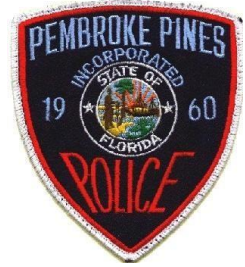
Agenda Request Form Continued (18-0030)

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

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

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

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

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

Police Mobile License Plate Reader Summary

	FY2014-15		FY2015-16		FY2016-17		FY2017-18		FY2018-19		FY2019-20		FY2020-21	
Description	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
Total		\$ 83,783.40		\$ 137,953.00		\$ 111,115.00		\$ 105,170.00		\$ 120,290.00		\$ 120,290.00		\$ 120,290.00

	FY2014-15		FY2015-16		FY2016-17		FY2017-18		FY2018-19		FY2019-20		FY2020-21	
Description	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
Total		\$ 840.24		\$ 2,100.60		\$ 2,940.84		\$ 4,621.32		\$ 5,461.56		\$ 6,301.80		\$ 7,142.04

Grand Total		\$ 84,623.64		\$ 140,053.60		\$ 114,055.84		\$ 109,791.32		\$ 125,751.56		\$ 126,591.80		\$ 127,432.04
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	FY2014-15		FY2015-16		FY2016-17		FY2017-18		FY2018-19		FY2019-20		FY2020-21	
Description	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

A handwritten signature in blue ink, appearing to be "VS", with the text "VS Initials" printed below it.

A handwritten signature in blue ink, appearing to be "AO", with the text "Affiliate Initials" printed below it.



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.

Vigilant Solutions, Inc. Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551	Affiliate: City of Pembroke Pines Attn: <u>Charles F. Dodge, City Manager</u> <u>10100 Pines Boulevard</u> <u>Pembroke Pines, FL 33025</u>	Copy To: <u>Goren, Cherof, Doody & 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:

A handwritten signature in blue ink, appearing to read "Neil T. Schlisserman", written over a horizontal line.

Affiliate Organization: City of Pembroke Pines

Authorized Agent: Charles F. Dodge

Title: City Manager

Date:

11/10/15

Signature:

A handwritten signature in blue ink, appearing to read "Charles F. Dodge", written over a horizontal line.

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 11/12/15

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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:	sjurgens@ppines.com		
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:	spatel@ppines.com		
Technical Support Contact # 1			
Name:	Angela Malone		
Title:	Programmer Analyst	Phone:	(954) 431-2200
Email:	amalone@ppines.com		
Technical Support Contact # 2			
Name:	Frank Ford		
Title:	Programmer Analyst	Phone:	(954) 431-2200
Email:	fford@ppines.com		

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

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

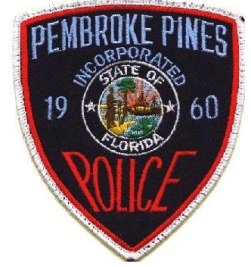
Part #	Item Description
VS-ILP-1M-RE / VS-ILP-1M-R3	ILP Mobile Bundle for Agencies of Up to 100 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to private LPR data - One (1) 2-camera mobile LPR system - First year of Basic and Standard Service Packages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



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



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

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

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

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

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



*Protecting Officers,
Families and Communities*

September 4th, 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,

A handwritten signature in black ink that reads 'Greg Skelly' in a cursive, slightly slanted script.

Greg Skelly, Regional Sales Manager
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

Agenda Request Form Continued (15-0288)

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

Agenda Request Form Continued (15-0288)

(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>
			\$83,783.40

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

Agenda Request Form Continued (15-0288)

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.



City of Pembroke Pines

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

THIS AGREEMENT, dated this 10th 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,



City of Pembroke Pines

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	



City of Pembroke Pines

Annual Service Fee Schedule for Intelligence-Led Policing (ILP) Service Package				
Tier	Reaper		Raptor 3	
ILP Tier 1 (Option # 2)	\$10,630	<u>\$14,995.00</u>	\$12,500	<u>\$14,995.00</u>
ILP Tier 2 (Option # <u>32</u>)	\$27,260	<u>\$34,495.00</u>	\$29,500	<u>\$34,495.00</u>
ILP Tier 3 (Option # 2)	\$62,390	<u>\$89,495.00</u>	\$69,500	<u>\$89,495.00</u>
ILP Tier 4 (Option # 2)	\$120,650	<u>\$154,495.00</u>	\$129,500	<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)	
5,000 Images	\$750.00

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



City of Pembroke Pines

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

VIGILANT SOLUTIONS, INC.

[Signature]

[Signature]

Print Name

Sarah S. Caporaso

Genet Sitor

Print Name

BY:

Steven C. Cintron

Print Name:

Steven C. Cintron

Title:

Chief Financial Officer

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 25th 2016 before me, K.M. BHATT (NOTARY PUBLIC)

Date

Here Insert Name and Title of the Officer

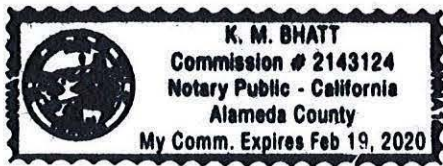
personally appeared Steven Charles Cinton

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

Bhatt

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

Exhibit A: Option # 2 ILP Tier Package Components

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

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

VS-ILP-4F2RE / VS-ILP-4F2R3	ILP Fixed Bundle for Fusion Centers and Agencies of 701 to 2000 Sworn Includes: <ul style="list-style-type: none">- 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

Agenda Request Form Continued (16-0082)

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
			\$137,953.00

*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:

Agenda Request Form Continued (16-0082)

(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

Agenda Request Form Continued (16-0082)

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				

Agenda Request Form Continued (16-0458)**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:

<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
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

Agenda Request Form Continued (16-0458)

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

Agenda Request Form Continued (16-0458)

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



City of Pembroke Pines

**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



City of Pembroke Pines

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.



City of Pembroke Pines

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
CHARLES F. DODGE
CITY MANAGER

Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK

2/21/17

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

VIGILANT SOLUTIONS, INC.

Grenet Sitot
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)

Page 3 of 3 SEE ATTACHED CALIFORNIA
ALL PURPOSE ACKNOWLEDGEMENT
FOR NOTARY (B)

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

Date

Here Insert Name and Title of the Officer

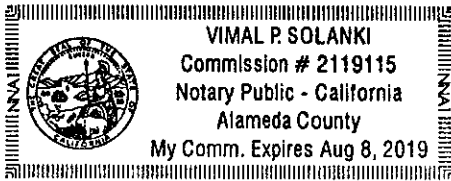
personally appeared JAMES J. CIOPPA

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 DocumentTitle or Type of Document: SECOND AMENDMENT TO THE ENTER PRIZE SERVICE AGREEMENT BETWEEN THE CITY OF MEMPHIS AND VEBELANT SOLUTIONS, Inc.Document Date: 1/5/2017Number of Pages: 3Signer(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: _____