

RESOLUTION No.15-80

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY CODE FOR THE PURCHASE OF FIFTY-TWO (52) REPLACEMENT VIGILANT AUTOMATIC LICENSE PLATE READER CAMERAS, FOR THE INSTALLATION OF THE SAME AND OTHER FIELD SERVICES, AND VIGILANT'S THREE YEAR MAINTENANCE CONTRACT; FOR THE REPAIR OF THE CITY'S LICENSE PLATE READER PROGRAM; APPROVING THE PURCHASE OF SAME; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS AND EXECUTE AGREEMENTS IN FURTHERANCE HEREOF SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") published Request for Proposal #2010-03 (the "RFP"), for a citywide license plate reader and surveillance programs ("LPR Program"), which was awarded to Aware Digital, Inc. ("Aware"); and

WHEREAS, the LPR Program, with preliminary costs in excess of \$1 million, was funded by a United States Department of Justice C.O.P.S. Technology grant; and

WHEREAS, subsequent to the issuance of RFP, the City received an additional grant from the United States Department of Justice in the form of a C.O.P.S. "Secure Our Schools" grant in the amount of \$405,000, which had required a City match, for the installation of surveillance cameras around specific schools located in the City to be operated on the same infrastructure and use the same architecture as the LPR Program; and

WHEREAS, as a result, the City's contract with Aware was increased by \$810,000.00, so as to accommodate for the expanded LPR program around schools; and

WHEREAS, Aware purchased the Vigilant Automatic License Plate Recognition System and the Genesis Video Surveillance System for the development of the LPR Program;

WHEREAS, after several years in development and after payments from the City to Aware exceeded of \$1.85 million, the City administration conducted an investigation and discovered that the LPR Program was less than two percent (2%) operation and that Aware did not complete the LPR Program, exposing the City of substantial risk of having to reimburse the federal government for Department of Justice grant funds that were supposed to have been expended for a complete project; and

WHEREAS, the City notified the U.S. Department of Justice of Aware's lack of performance, obtained an extension of time within which to complete the LPR Program, terminated its agreement with Aware for the development of the LPR Program, and commenced litigation against Aware so as to recover funds paid; and

WHEREAS, in order for the City to complete the LPR Program by the extension date of December 2015 and avoid federal penalties, the City's Information Technology Department ("IT Department") consulted with the equipment vendor and specialized contractors in order to develop a remediation plan to urgently complete the LPR Program in light of the system's current condition; and

WHEREAS, the IT Department has worked with ASE Telecom and Data Inc., to provide a review, diagnoses, removal of malfunctioning equipment, list of the equipment

that needs replacing, conducted other needs and assessment, and prototype solutions for the remediation plan; and

WHEREAS, because of the type of urgent remediation work that is needed, the specialized nature of the existing and new equipment, and the short time frame within which the City has to complete the project, the City Manager has recommended that, pursuant to Section 2-321 of the City Code, it is in the City's best interest to waive the competitive bid process required by Chapter 2 of the City Code of Ordinance to obtain the equipment and remediation services for the LPR Program; and

WHEREAS, it is being further recommended that the Council approve procurement of fifty-two (52) replacement Vigilant License Plate Reader Cameras, field services for the installation of same and the remediation of the LPR Program, and maintenance services for all 102 cameras from a specialized contractor, Trinity Sheet Metal, LLC who is Vigilant certified to install, replace, configure and maintain this type of equipment needed to complete the LPR Program, in an amount not to exceed \$369,000.00; and

WHEREAS, the City is looking to complete the project within the extension time frame and by using remaining grant funds and without increasing the budget for Fiscal Year 2014/2015; and

WHEREAS, the City Council find that it is in the best interests of the City to proceed as recommended by the administration to repair and implement the LPR Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Waiver of Competitive Bid Process. Pursuant to section 2-321 of the City Code of Ordinances, the competitive bid process as required by the Chapter 2 of the City Code is hereby waived for the purchase of replacement Vigilant License Plate Reader Camera, Field Service and Maintenance Service by and through Trinity Sheet Metal, LLC, in light of the Manager's recommendation that it is in the City's best interest to do so because the specialized nature of the goods and services, insufficient amount of time to normally purchase the goods and services, and the need to complete the remediation of the LPR Program to avoid federal penalties associated with the underlying grants.

Section 3. Approval of Goods and Services. The procurement of the fifty-two replacement (52) Vigilant automatic license plate reader cameras, field services for the installation of same and repair of the LPR Program system, and a Vigilant three (3) year maintenance contract by and through Trinity Sheet Metal, LLC, in an amount not to exceed \$369,000.00, pursuant equipment and services quotes, attached hereto as Composite Exhibit "A", which are incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute such agreements and other contractual documents, subject to approval by the City Attorney as to form and legal sufficiency, as may be necessary to consummate the procurement of the good and services contemplated herein. The City Manager is further authorized to expend remaining grant funds, as well as IT Professional Services – PD

Facility funds (budget code 001.60005.500647 and 001.22005.500310, respectively) in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Mayor Boria and upon being put to a vote, the vote was as follows:


Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	No

PASSED AND ADOPTED this 7 day of April, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELEMAN, COLE, & BIERSMAN, PL
CITY ATTORNEY

EXHIBIT “A”

Danilo Argote
Assistant IT Director
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Good Morning,

I wanted to take the time to thank you and your staff for working with us on Monday. We look forward to working with you to optimize your LPR and video surveillance infrastructure to maximize its effectiveness and to ensure its reliability both in the short and long term. Our goal is to make it reliable through a solid upgrade path and to ensure it can be taken care of through a robust and thorough maintenance plan.

Flexible and Sensible Approach.

Where it is prudent and responsible to do so we will re-use existing equipment you have already purchased in order to offset the cost of the project. However, we will introduce new components in order to increase the resiliency and functionality in the overall deployment. Doing so with an eye to newer camera technology which will be introduced into you inventory in the very near future.

Involvement.

We encourage your staff to be, “in our hip pockets” during this entire project. We look forward to working directly with them and making sure they have a great, “ground level perspective” of the entire deployment.

Training.

In conjunction with this we will be proposing a detailed and complete training regimen to ensure you and your staff have a solid understanding of the, “Who, What, When, Where, Why and What Else” about this system. Our goal is to ensure you have complete confidence in this solution; how to operate it as well as who to call if there are any issues.

Documentation.

No implementation is complete unless all of the documentation is complete. This includes all of the basics such as network diagrams, warranty info, points of contact, etc. We will ensure all documentation is provided to you both during and after the work is completed. When you elect to use our maintenance services we will ensure any changes are documented and the updates are provided to you.

Estimate for Services (Includes all Hardware/Software/Training/Certification and Direct Labor Costs)

1. 40 Enclosures will be retrofitted with the following based on the documentation provided:
 - a. Trinity will be onsite for 4 weeks; all work and training will be completed during that time frame.
 - b. Trinity will be furnishing a "Bucket Truck" and certified personnel to operate the lift.
 - c. All enclosures will be fully cleaned and inspected for integrity and re-sealed/certified as needed.
 - d. All equipment will be DIN rail mounted for ease of maintenance and replacement as required.
 - e. 1 year warranty for all installation and labor. Manufacturer's warranties are in effect for all components.
 - f. Each enclosure will be, "Cookie Cutter." Components will laid out identically and will have a cabinet diagram affixed to each cabinet based on the components in the enclosure.
 - g. Documentation. Trinity will provide full documentation of all services performed; Visio diagrams, serial numbers, manuals, etc. To be submitted 14 days after the completion of the services performed.
 - h. Convert existing AC to DC power. 40 Industrial 120 VAC to 24 VDC converters. All devices used in the enclosures are capable of using 24 DC Voltage and will deliver up to 20 A. All have 3 year warranties.
 - i. We will use the Eaton 750 VA UPS systems provided.
 - j. Adding approximately 24 Replacement Ruggedized Computers. 15, 16 GB RAM, 120 GB SSD HD, Win 7 Pro 64 bit, and secondary 512 GB SSD HD for edge video storage. Spec'd to be able to work with 3+ million records; cannot use older Lanner computer because of the hotlist size. All have 3 year warranties.
 - k. Adding approximately 40 dedicated 30W per port PoE switches. Used for existing equipment and to support Vigilant's new Reaper cameras which require 24 W dedicated PoE power. All have 5 year warranties.
 - l. Approximately 40 - 5 Port Ruggedized Ethernet switches. All have 5 year warranties.
 - m. Approximately 21 - Ruggedized Wireless Bridges. Use to replace failing Ubiquiti M5 devices. They will be fully enclosed and protected within the NEMA 3R enclosures and will utilize an external directional antenna and will connect to the Pepwave 700 series routers already deployed. All have 5 year warranties.
 - n. All new PoE, Regular Ethernet and Wireless Bridges are from the same manufacturer to ensure a "cleaner support path" and ease of use (familiarity with same equipment). Tri
 - o. Approximately 40 - Remote Maintenance and Monitoring controllers. Used to monitor temperature and voltage. Can be used to selectively reboot systems and control cooling fans. All have 2 year warranties.
 - p. Optional Spare Pool of Equipment. Can be added for \$5000.00 and has 1 ruggedized computer and 2 x of each of the other components for the fixed enclosures. Used as "hot spares" for mission critical replacements.
 - q. Maintenance Contract to be negotiated upon completion of project.

- r. Includes full Start Up and Commissioning on all 40 enclosures and cameras. Will identify non-functional equipment and coordinate the replacement of the defective equipment when on-site.
- s. Includes full training of existing staff. CDFS/LEARN training and installed hardware components.

Cost Breakdown.

Total cost for all items as listed above (excluding "Spare Pool" and Maintenance) - \$160,000.00

See Attached Formal Quote.

Trinity Sheet Metal, LLC

**P.O. Box 380
2385 Oak Grove Parkway
Little Elm, TX 75068**

**Voice: 972-292-3993
Fax: 877-395-3740**

Date	March 20, 2015	Shipping Address:
Customer	City of Doral	
Address	8401 Nortwest 53 Terrace 1st Floor Doral, FL 33166 Att: Gladys Gonzales IT Director	Doral, FL

Item	Description	Qty	U/M	Unit Price	Amount
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This quotation superceds and replaces any previous quotation for this project.

1.0	Upgrade of current fixed LPR system. Includes work on 40 boxes. Includes all hardware, software and direct labor costs	1.00	ea	\$160,000.00	\$160,000.00
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Notes & Comments

1. This quotation and the attached scope of work represents the entire scope of work/materials to be completed and/or sold. Any ancillary actions and/or items not described or enumerated above **are not** included and are hereby **excluded**.
2. Customer to provide all permits required for this job.

Terms & Conditions

Quote Good for 30 Days
Terms: Payment terms to be negotiated before job acceptance.
FOB: Doral, FL
Lead Time: Job to start 30 days from receipt of PO and satisfactory payment terms. Estimate 4 weeks on site not counting bad weather days and holidays.

		Vigilant Solutions 2021 Las Positas Court Suite # 101 Livermore, California 94551 (P) 404-664-7605 (F) 925-398-2113		Protecting Officers, Families and Communities	
Attention:	City of Doral, Police Department	Date	3/18/2015		
Project Name:	Citywide ALPR LPR Camera Project - Reaper	Quote Number:	GPS-0578-01		

PROJECT QUOTATION

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

Option # 1 - Reaper LPR Camera with Integrated DSP Processor

Qty	Model #	Description
(1)	Fixed LPR SYS-2 VSFHXXX-H-RE REAPER-CAM-CBL VS-SHP-02	Vigilant Fixed LPR Camera with Integrated Smart Processor <u>Hardware:</u> <ul style="list-style-type: none"> • Integrated (Internal) solid state DSP Smart processor units - No moving parts <ul style="list-style-type: none"> o Plug-N-Play IP based camera with Power Over Ethernet (POE) • Combination IR and Color lens config to be selected at time of order <ul style="list-style-type: none"> o Includes high contrast 810nm Camera lenses & RAM mounting bracket • 15FT cable for Reaper cameras <u>Software:</u> <ul style="list-style-type: none"> • Direct connect to Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> o Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> o Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		\$6,042.00

(1)	Reaper Discount (For Replacement Only)	Vigilant Discount (Per Camera) <ul style="list-style-type: none"> • Requires a minimum purchase of fifty two (52) cameras on or before April 15th, 2015 • Volume Purchase to be billed in full via net 30 day terms from time of order • Requires three (3) year term ESA service agreement as per Quote JLH-0723-01
Subtotal Price (Excluding sales tax)		- \$3,042.00

[Option # 1 yields \\$3,000.00 per DSP Integrated IP LPR Camera](#)

Option # 2 - Standard Raptor III LPR Camera

Qty	Model #	Description
(1)	VSFHXXX-NDR3 VSR-15-PWR-CBL-3 VSR-15-PWR-MOB-D CABLE-R3-15FT VS-SHP-02	Vigilant Fixed LPR Camera <u>Hardware:</u> <ul style="list-style-type: none"> • Qty=1 R3 LPR Camera(s) with IR and Color video - NTSC video format <ul style="list-style-type: none"> o Camera lens selections to be determined at time of order o Includes high contrast Camera lenses • Camera Accessories <ul style="list-style-type: none"> o Vigilant Raptor 3 VGA Cable o CABLE-R3-15FT o Vigilant Raptor 3 Dual Camera VEH Power Supply <u>Software:</u> <ul style="list-style-type: none"> • CarDetector LPR server software for up to 35 points of capture • LPR software is compatible with Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> o Centralized web based LPR system and data management o Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		\$5,000.00

(1)	Fixed LPR SYS-2 VSF-DSP--D	CarDetector - Fixed Camera LPR System Inline Processor (No Camera) <u>Hardware:</u> <ul style="list-style-type: none"> • Digital Signal Processor (DSP) units - No moving parts <ul style="list-style-type: none"> o Two video inputs (IR & Color Camera), One Ethernet output • No LPR Cameras included <u>Software:</u> <ul style="list-style-type: none"> • CarDetector LPR server software for up to 35 points of capture per PC Unit • LPR software is compatible with Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> o Centralized web based LPR system and data management o Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		\$1,200.00

(1)	Raptor III Discount (For Replacement Only)	Vigilant Discount (Per Camera) <ul style="list-style-type: none"> • Requires a minimum purchase of fifty two (52) cameras on or before April 15th, 2015 • Volume Purchase to be billed in full via net 30 day terms from time of order
Subtotal Price (Excluding sales tax)		- \$3,200.00

Option # 2 yields \$3,000.00 per LPR Camera plus DSP Combo purchase

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
3. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
4. Start Up and Training services are exclusive of travel costs - Cost to be borne BY OTHERS.
5. Excludes mounting brackets, mounting hardware and POE Switch Box.
6. Central compute resource hardware sold separately unless explicitly stated above.
7. All hardware components to have standard One (1) year hardware warranty.
8. Compatibility with Vigilant Solutions hardware/software to be confirmed prior to sale.
9. Software is manufactured under strict Vigilant Solutions standard.
10. Compliance to local codes neither guaranteed nor implied.
11. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
12. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Greg Skelly - 404-664-7605 - greg.skelly@vigilantsolutions.com

Total Price (Excluding sales tax)	TBD based on Option Selected	
Accepted By:	Date:	P.O#

		Vigilant Solutions 2021 Las Positas Court Suite # 101 Livermore, California 94551 (P) 818-915-8085 (F) 925-398-2113		Protecting Officers, Families and Communities	
Attention:	City of Doral	Date	3/18/2015		
Project Name:	Enterprise Service Agreement (3 Years)	Quote Number:	JLH-0723-01		

PROJECT QUOTATION

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

Qty	Model #	Description
(3)	VS-ESA-03	Vigilant Enterprise Service Agreement - Three (3) Year Term <ul style="list-style-type: none"> • Basic Service for all Vigilant LPR Software • Licensing for 102 LPR Cameras • Includes unlimited Technical Support services • As per the writtenm Enterprise Service Agreement

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days
2. Payment Terms:
 - a. 50% due standard net 30 from April 10th, 2015 (Payment = \$53,550.00)
 - b. 50% due standard net 30 from October 9th, 2015 (Payment = \$53,550.00)
3. Additional service fees that may later be adopted during the three (3) year term for additional Vigilant Solutions product expansion and use to be billed net 30 days, from date of activation, through the remainder of the term
 - a. Price to be prorated for the remaining period of the term, at the service rate listed in the written Enterprise Service Agreement

Quoted by: Joe Harzewski - 818-915-8085 - joe.harzewski@vigilantsolutions.com

Total Price (Excluding sales tax)	\$107,100.00	
Accepted By:	Date:	P.O#



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 1st Day of June, 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 the City of Doral, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 8401 NW 53rd Terrace, Doral, FL 33166 ("Affiliate").

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

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

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

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

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

I. Definitions:

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

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

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

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

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

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



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

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

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

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

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

II. Enterprise License Grant; Duplication and Distribution Rights:

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

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

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

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall

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

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

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

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

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



V. Software Support, Warranty and Maintenance.

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

VI. Camera License Keys (CLKs).

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

VII. Ownership of Software.

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

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

VIII. Data Sharing.

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

IX. Ownership of LPR Data.

Vigilant retains all title and rights to Private LPR Data. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will



be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate.

X. Service Package, Fees and Payment Provisions.

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

Please 'Check' One (1) Option

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
 - Access to all Vigilant Software including all upgrades and updates
 - Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS
 - Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

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	\$350.00	\$350.00	\$350.00	\$350.00
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.

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 California 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.

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.

<p>Vigilant Solutions, Inc. Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551</p>	<p>Affiliate: City of Doral Attn: Gladys Gonzales Address: 8401 NW 53rd Terrace Doral, FL 33166</p>
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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: _____

Signature: _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



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:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

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