

RESOLUTION NO. 17- 49

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO APPROVING PURCHASE AGREEMENT WITH VIGILANT SOLUTIONS, LLC FOR THE IMPERIAL COUNTY REGIONAL ALPR PROGRAM

WHEREAS, law enforcement agencies are charged with protecting the public as well as investigating crimes and criminal conduct; and

WHEREAS, law enforcement officers are often searching for vehicles that have been reported stolen, are suspected of being involved in criminal or terrorist activities, are owned by persons who are wanted by authorities, have failed to pay parking violations or maintain current vehicle license registration, and any of a number of other factors; and

WHEREAS, ALPR systems serve four specific public safety goals and specifically, ALPR data can be used: (a) in various forms of crime analysis; (b) to alert law enforcement officials that a license plate number on a hot list is nearby; (c) to monitor the movements of vehicles operated by individuals' subject to geographical limitations on their travel (e.g. sex offenders, probationers and parolees, or individuals subject to court-imposed restrictions); and (d) to identify instances of criminal conduct that might have previously gone undetected without the aid of the ALPR system; and

WHEREAS, the El Centro Police Department (ECPD) has completed the process of requests for proposals for a regional automated license plate recognition program (ALPR); and

WHEREAS, the City Council of the City of El Centro, California ("the City Council"), desires to approve awarding the Contract to Vigilant Solutions; and

WHEREAS, the implementation of this program serves to enhance the services and operations capabilities of the El Centro Police Department.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS;

- 1. That the foregoing is true, correct and adopted.**
- 2. That the City Council hereby awards the project for the procurement, installation and services related to a regional automated license plate recognition program to Vigilant Solutions, LLC.**
- 3. That the El Centro Police Department is authorized to utilize allocated Operation Stonegarden Funds to complete the procurement and implementation process.**

4. That the funds utilized shall not be used to supplant expenditures controlled by this body.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 6th day of June , 2017

CITY OF EL CENTRO

By _____
Alex Cardenas, Mayor

ATTEST:

L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 17- 49 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 6th day of June , 2017, by the following vote:

AYES: Jackson, Silva, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

By _____
L. Diane Caldwell, City Clerk

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ATTEST:

By _____
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

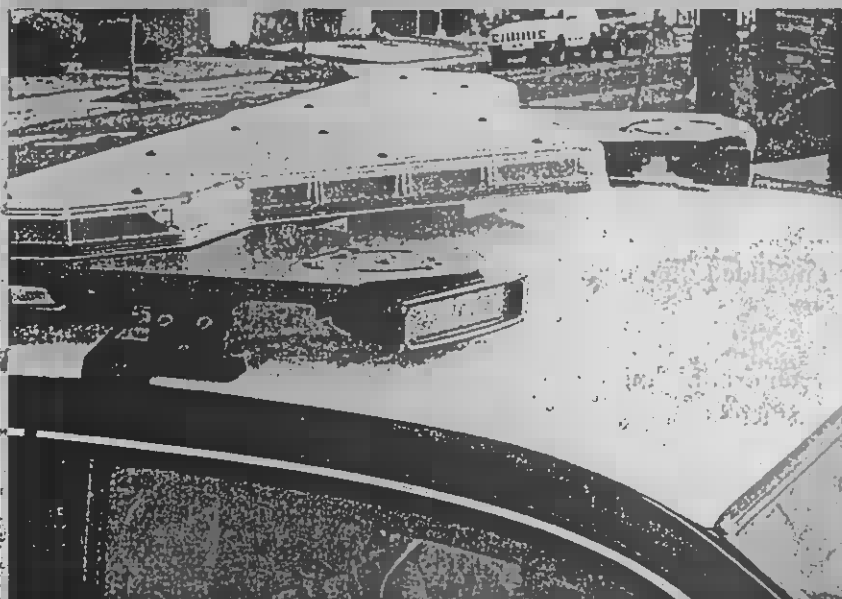
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AYES: Jackson, Silva, Viegas-Walker, Garcia
NOES: None
ABSENT: Cardenas
ABSTAINED: None

By _____
L. Diane Caldwell, City Clerk



Purchase Agreement

Imperial County Regional ALPR Program

Service agreement, equipment purchase, installation schedule, software license agreement, payment schedule by and between City of El Centro, on behalf of the Regional ALPR Committee, and Vigilant Solutions.

**AGREEMENT BETWEEN THE CITY OF EL CENTRO
AND VIGILANT SOLUTIONS, LLC**

**PURCHASE AND INSTALLATION OF
LICENSE PLATE RECOGNITION HARDWARE & SOFTWARE**

This agreement ("Agreement" or "Contract") is made and entered into as of the last date of full execution by and between the City of El Centro, a California municipal corporation ("City"), on behalf of the Imperial County Regional Automated License Plate Recognition Committee ("Committee"), and Vigilant Solutions, LLC, a Delaware corporation ("Contractor") ("Effective Date"). City and Contractor are referred to herein as the "Parties."

WHEREAS, the City and Committee issued an RFP for a highly secured, turn-key Automatic License Plate Recognition (ALPR) program as described in Scope of Work (**Exhibit "A"**), the RFP, attached and incorporated as if fully set forth herein; and

WHEREAS, Contractor responded to the RFP which included the Fee Schedule, incorporated as Exhibit B; and

WHEREAS, the City and Contractor now desire to memorialize the terms and conditions of the purchase and installation of such license plate reader cameras for the City and Committee; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **PURCHASE OF SOFTWARE, SERVER AND MAINTENANCE:** Contractor sells and licenses to City, and City purchases from Contractor, the software, server and related services set out in Exhibit "B" for the prices set out in Exhibit "B."
2. **SERVICES.** Contractor shall perform the tasks described and set forth in Exhibits A and B, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B. To the extent that Exhibit B is a proposal from Contractor, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing. In the event of any conflict between this Contract and any Exhibit hereto, the provisions of this Contract shall control.
3. **PERFORMANCE.** Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for installation of the ALPR equipment consistent with the RFP and Scope of Work and Fee Schedule, attached hereto as **Exhibits A and B**. The installation is to be performed in good and workmanlike manner so as not to interfere with any emergency equipment or lighting and in accordance with any further written instructions, if any, of the City Manager or his designated representative.

TERM; TIME OF COMPLETION: Notwithstanding any other provision of this Contract, the completion date for this installation shall be on or before October 31, 2017 ("Completion Date"), barring any delays caused by City. Installation shall be deemed complete when all required work is completed, fully executed releases as to any and all lien rights of any and all subcontractors have been received by City, and the time within which any liens, stop notices or other claims for payment by subcontractors, laborers, and/or materialmen can be asserted against City has expired.

Thereafter, Contractor shall provide maintenance and related services as set out on Exhibit "B" for a term of five (5) years, unless sooner terminated by City. City may terminate this Contract, without cause, at any time by providing Contractor with not less than 30 days' prior written notice. Provided

Contractor is not then in breach, Contractor will be paid for work satisfactorily completed and for all deliverables received.

4. **INSURANCE:** Contractor shall not commence work under this Contract until it has obtained insurance with the minimum limits and coverage required under the City Insurance Requirements, attached and incorporated here as **Exhibit C**. Contractor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor have been obtained. Contractor shall provide evidence of the required insurance to City's Risk Manager as specified in **Exhibit C**.

Insurance requirements are contained in Exhibit C. In accordance with the provisions of Section 3700 of the California Labor Code, Contractor shall secure the payment of compensation to its employees prior to commencing work. By entering into this contract the Contractor affirms the following:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

5. **RESOLUTION OF DISPUTES:** In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. .
6. **CONTRACTOR'S LIABILITY AND INDEMNITY OBLIGATIONS:**

A. Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by Contractor or by any individual or City for

which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

C. Duty to defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by City, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

7. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of age, disability, race, color, religion, sex, sexual orientation or national origin of such persons, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of that Code.
8. **APPROVAL OF INVOICES:** All invoices submitted by the Contractor for payment must have the written approval of the City's Project Manager prior to any payment thereof. In no event shall the City be liable or responsible for any payment prior to such written approval. All invoices submitted by Contractor will be paid in accordance with the City's Purchase Order and this Agreement. In the event of a direct conflict or contradiction between the terms of a Purchase Order and the terms set forth in this Agreement, the terms of this Agreement shall control.
9. **INVOICES:** Each invoice submitted by Contractor shall contain the following: (1) The identifying Purchase Order number, (2) Software and/or Services for which payment is claimed, and (3) The date of written notification of receipt of products and/or services by City's Project Manager.
10. **GRATUITIOUS WORK:** Contractor agrees that Licensed Product Licenses or Services provided by Contractor outside of this Agreement are deemed gratuitous, and Contractor shall have no claim regarding such Licensed Product Licenses or Services, unless the parties have executed a separate agreement for the purchase(s).

11. WARRANTY AND PERFORMANCE GUARANTEE.

- A. The warranty applicable to the equipment and materials purchased by City pursuant to this Contract shall be as specified in **Exhibit B**.
 - B. In addition, as required by the RFP, and notwithstanding any provisions to the contrary, payments will be made only after completion and acceptance of the work. If the timing of the performance does not allow for that, or otherwise under the terms of the grant, Contractor will be required to provide a letter of credit or performance bond in a form acceptable to the City and to Cal OES to guarantee completion and acceptance of the work.
12. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCT:** All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Contract ("Written Products") shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Written Products shall be

considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products. Contractor may retain copies of such materials for its own use. Consultant shall have the right to use the concepts embodied therein.

Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Contract, and that City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, State or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Contract. In the event the use of any of the Written Products or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at his or her expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. This covenant shall survive the termination of this Contract.

Upon termination, abandonment or suspension of the Project, Contractor shall deliver to City all Written Products and other deliverables related to the Project. If Contractor prepares a document on a computer, Contractor shall provide City with that document both in a printed format and in an acceptable electronic format.

13. **INDEPENDENT CONTRACTOR:** Contractor is and shall at all times remain, as to City, a wholly independent contractor. The personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's employees except as set forth in this Contract, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations at Contractor wishes except as expressly provided in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees, and Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this section.

14. **USE OF CITY FACILITIES:** To the extent the Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Use of City facilities is provided to assist the Contractor in fulfilling the requirements under this Agreement and is not a requirement imposed by the City. The Contractor will return any facilities, space, equipment or support services to the original condition they were provided in at the time the Contractor began said use.
15. **ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Contract or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null and void, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.
16. **GOVERNING LAW AND VENUE:** Should either party to this Contract bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State of California Venue for any such action relating to this Contract shall be in the Imperial County Superior Court.
17. **ATTORNEYS' FEES:** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with this Contract, the prevailing party shall be entitled to recover actual attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
18. **NOTICES:** Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to City shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to City at the address stated below, or at such other address as City may hereafter notify Contractor in writing as aforementioned:

Addresses for all purposes under this Agreement are:

El Centro Police Department
Attn: Robert Sawyer, Commander
150 North 11th Street
El Centro, California 92243
Email: rsawyer@ecpd.org

Vigilant Solutions, LLC
Attn: Steve Cintron
2021 Las Positas Court, Suite #101
Livermore, California 94551
Email: steve.cintron@vigilantsolutions.com

If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, state, religious, County of Imperial or City holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

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.

19. **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.


20. **ENTIRE AGREEMENT:** This Contract, including any other documents incorporated herein by reference, represents the entire integrated agreement between City and Contractor and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. This Contract may only be modified or amended, or provisions or breach may be waived, by written agreement signed by both parties. The provision of this Contract shall govern over any inconsistent provisions contained in any Exhibit.
21. **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.
22. **NON-WAIVER OF TERMS, RIGHTS AND REMEDIES:** Waiver by either party of any one or more of the conditions of performance under this Contract shall not be a waiver of any other condition of performance under this Contract. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
23. **SEVERABILITY:** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any term or portion of this Contract is determined by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remaining provisions of this Contract shall nevertheless continue in full force and effect and shall in no way be affected, impaired or invalidated.
24. **FUNDING AVAILABILITY:** This Agreement is subject to the budget and fiscal provisions of the City of El Centro and the Department of Homeland Security, Federal Emergency Management Agency's Operation Stonegarden Grant Program guidelines.
25. **AGENCY AGREEMENT:** Additional terms and conditions have been included in the Agency Agreement, **Exhibit D** hereto.

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR

Vigilant Solutions, LLC,
a Delaware corporation

Vigilant Solutions, LLC
2021 Las Positas Court, Suite 101
Livermore, California 94551

By 

Vice President Sales Operations
Title

312-925-8160

Emergency Phone Number at which Contractor can be reached at any time:

5-24-2017

Dated: 

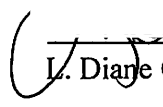
CITY OF EL CENTRO



Marcela Piedra, Deputy City Manager

6/15/17
Dated:

ATTEST



L. Diane Caldwell, City Clerk

6/15/17
Dated:

Approved as to form:

Elizabeth L. Martyn, City Attorney

6/12/2017
Dated:

Exhibit A

SCOPE OF WORK, PAYMENT SCHEDULES, AND TIME OF PERFORMANCE

SCOPE OF WORK

1. **Total Solution:** The Contractor will provide a total turn-key solution with the ability to collect and unify ALPR data within the Imperial County in a single, standardized database system. Law Enforcement users, from a single interface, must be able to query data from all sources, and set up notification alerts for when identified license plates of interest are encountered. Additionally, the product provided shall be able to mirror information received from existing fixed ALPR cameras allowing information received from these ALPR cameras to be searched through the single interface. Further, the solution shall have the ability to mirror information and allow it to be shared with the Drug Enforcement Administration's National ALPR program.
2. **City Responsibilities:** All services except those specified below will be performed by the Contractor.
 - City to provide server rack
 - City to make vehicles available to Contractor for installation
 - City to provide SIM cars for portable speed trailers
 - City to assist with connectivity and ensure necessary ports are open to the server
 - City to ensure all networks are open from the MDC's
3. **Durability:** The equipment provided will meet the highest standards of durability and reliability in a 24-hour law enforcement environment. The solution must withstand many years of extreme hot/cold cycles typically found in vehicles in use in the Imperial County, California climate.
4. **Five-year Lifecycle:** The Contractor will provide all equipment, subscription(s), software, storage, on-site training, and operational costs as described for a period of five years.
5. **Project Manager:** The Contractor will provide a Project Manager with authority to act for the duration of the project. In the event the Contractor's Project Manager is unavailable or a need to replace the Project Manager arises, notification of the change and the replacement's qualifications must be submitted to the City's point of contact in writing no less than seven days in advance.
6. **Subcontractors:** Vigilant Solutions, LLC is the Contractor of record and is responsible for meeting all requirements under this agreement. The following subcontractors have been identified to the City and have been approved as to the description of services outlined herein. The Contractor is responsible for ensuring all subcontractors meet their obligations and all work is performed within compliance of this agreement.

Greg Mills
Regional Sales Manager

Robert Sawyer, Commander
City's Project Manager

Subcontractor and Scope of Work:
Black and White Emergency Vehicles
1611 W. San Bernardino Toad, Unit A
Covina, CA 91722
Provide installation for all mobile LPR
equipment

Subcontractor and Scope of Work:
RU2 Systems, Inc.
2631 N. Ogden #101
Mesa, AZ 85215
Provide portable speed trailer as described
in quote provided by Contractor

7. **Ongoing Maintenance and Support:** Contractor shall provide to City Updates (hereinafter "Maintenance") and technical support and hosting (hereinafter "Support") in accordance with the terms of this Agreement. Maintenance and Support will be provided for a term of at least (5) years from City's acceptance of each item of equipment acquired by City under this Agreement. City may cancel Maintenance and Support at any time by giving Contractor not less than thirty (30) days written notice. Support will include continuous hosting of all existing and newly added City's LPR equipment data for the term of the Agreement as long as City acquires the LPR equipment from Contractor, which shall include the ongoing Maintenance and Support, as may further be specified in the Agreement. Contractor shall provide capable and experienced employees to provide maintenance on software as covered under the warranties provided with this agreement. This includes reasonable response times for technicians with sufficient technical experience to respond to requests for service.
8. **Preventative and Corrective Maintenance:** Contractor or approved subcontractor shall provide maintenance as required and covered under the warranty provisions of this agreement, consistent with all manufacture warranties and guarantees, for the life of this agreement. Access to City owned vehicles will be coordinated in advance to ensure their availability.
9. **Installation:** Installation of all equipment and software will be performed by Contractor, approved subcontractors. This is inclusive of all LPR equipment, hardware, software, operating systems, servers, Application Programming Interfaces (API), and other items associated with this project. Equipment installed in emergency vehicles shall not interfere with any emergency equipment and will not be placed in a location that emergency lighting is affected. No equipment provided by the Contractor will interfere with any operational system or subsystem in use by the participating agencies. Special notice should be made in reference to installing equipment in emergency vehicles. This equipment may need to be mounted on the roof, trunk lid, on a push bumper, within the grill or other locations on the vehicle that may require special mounts. Installations shall be neat and clean with cables being hidden to the extent possible and must meet the City's Project Manager's approval. Installation shall include aiming of cameras, installation of CarDetector Mobile Software, verification that the network path to the server is open and adding each individual mobile unit to the server (including the naming of each camera as agreed upon by City Project Manager).
10. **Training:** The contractor will provide on-site training for users, administrators, Information Technology department technicians, and auto shop mechanics for each of the participating agencies. A minimum of two administrator trainings will be provided and a minimum of six training sessions will for users (i.e., officers, deputies, detectives, dispatchers, etc.). The user training sessions will be scheduled over the course of several days and will consist of morning and afternoon sessions to accommodate employees who are assigned to shift work. The City will furnish a classroom environment sufficient to hold such training sessions. All training materials will be furnished by the Contractor.
11. **Local Server:** Contractor is to furnish database and application servers capable of storing LPR data for all LPR cameras purchased under this agreement with a retention capability of two years. Servers must be upgradeable to four times the original capacity and minimally meet the requirements provided in this agreement.
12. **Data Sharing for Interoperability:** As part of this Agreement the Contractor will facilitate the transmission of LPR data from the local server to the Contractor's cloud based environment at no additional cost to City. This will allow for data sharing amongst law enforcement agencies throughout the United States through the use of the Contractor's LEARN/Enterprise server. This will not only facilitate in data sharing amongst law enforcement agencies, but will also enable the use of cell phone applications, queries by year/make/model of a vehicle and access to commercial

LPR data.

13. **Management Information Subsystem:** All goods provided must minimally operate on the City's current operating system. The City's local area network operates in a Microsoft Windows environment. The Contractor's system should be capable of operating on Microsoft SQL Server 2012 and Oracle 11g, or similar supported operating platforms. Software should have Open Data Base Connectivity (ODBC) for interfacing with other open architecture software.
14. **60-Day Acceptance Period:** The City requires a minimum of 60 calendar day acceptance period from the date the system is fully operational. During that time the products must successfully pass a series of reliability, performance and functionality tests.

EQUIPMENT, SERVICES AND WARRANTIES TO BE FURNISHED:

Exhibit "B"




Quote For:
Imperial County Agencies
RFP Project

Quoted By:
Vigilant Solutions LLC
Greg Mills

Date: 04-12-17

Be Smart. Be Safe. Be Vigilant.

		Vigilant Solutions LLC 2021 Las Positas Court - Suite # 101 Livermore, California 94551 (P) 858-287-0067		Be smart. Be safe. Be Vigilant.	
Attention:		Imperial County Agencies		Date: 4/12/2017	
Project Name:		RFP Project		Quote Number: GSM-0423-06	

PROJECT QUOTATION

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

Qty	Item #	Description
(5)	VS-IDP-02	Investigative Data Platform - Annual Subscription for 101 to 200 Sworn <ul style="list-style-type: none"> Commercial LPR Data access - For 101 to 200 Sworn <ul style="list-style-type: none"> Access to all Vigilant commercially acquired national vehicle location data Unlimited use by authorized agency personnel to complete suite of LEARN data analytics Includes full use of hosted/managed LPR server account via LEARN FaceSearch with Vigilant Image Gallery Access For 101 to 200 Sworn <ul style="list-style-type: none"> Access to all agency/shared images and Vigilant Image Gallery Unlimited use by authorized agency personnel to all FaceSearch tools Image gallery of up to 500,000 images
Subtotal Price (Excluding sales tax)		\$89,975.00

Qty	Item #	Description
(1)	VS-LEARN-S	Vigilant's Law Enforcement Archival Reporting Network Software - LEARN <ul style="list-style-type: none"> Includes Vigilant's suite of LPR data analytics Automated CarDetector software update management Central repository for all LPR data acquired by each CarDetector system Complete search, mapping, query and data mining utilities w/ administrative security Requires license for MS-Windows Server and MS-SQL 2005/08 Provided BY OTHERS Server hardware & required software provided & installed BY OTHERS
Subtotal Price (Excluding sales tax)		\$14,500.00

Qty	Item #	Description
(1)	VS-LEARN-RS	Regional Server Hardware
Subtotal Price (Excluding sales tax)		\$17,508.00

Qty	Item #	Description
(1)	KVM	2x1x16 IP KVM with 17" Rack LCD - KVM console - 17" - with 8 USB VM
Subtotal Price (Excluding sales tax)		\$7,500.00

Qty	Item #	Description
(4)	VS-LEARN-WA	LEARN - Extended Software Warranty - 1 Additional <ul style="list-style-type: none"> Includes all bug fixes, technical support plus all software upgrades Valid for 1 year from warranty expiration
Subtotal Price (Excluding sales tax)		\$14,400.00

Qty	Item #	Description
(1)	SSU-LNNCOM	Vigilant System Start Up & Commissioning of customer hosted LEARN Server <ul style="list-style-type: none"> Vigilant technician to visit site and/or remotely support LEARN software installation Includes system start up, configuration and commissioning of LEARN server Required for all customer hosted LEARN server deployments
Subtotal Price (Excluding sales tax)		\$6,200.00

Qty	Item #	Description
(1)	TAS-UL	Target Alert Service - LPR Alert Delivery Software - Unlimited User <ul style="list-style-type: none"> Real Time LPR notification and mapping software sends LPR alerts to any in-network PC Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc. Server Client software compatible with all Vigilant CDFS applications
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(47)	Mobile LPR SYS-1 CDM-3-133-RE	Mobile LPR 3-Camera System w/ Integrated Processor (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none"> Qty=1 Combination IR / Color LPR Camera - 16mm lens package Qty=2 Combination IR / Color LPR Cameras - 35mm lens package Cameras w/ integrated solid state DSPs (No moving parts) Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> Single point power connection Field installed GPS receiver for MDC (USB Connect) <u>Software:</u> <ul style="list-style-type: none"> CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> LPR vehicle license plate scanning / real time alerting Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$289,990.00

Qty	Item #	Description
(47)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set <ul style="list-style-type: none"> LPR Camera Mounting Bracket - Rooftop under light bar Compatible with most Whelen, Code3, TOMAR, Federal Signal, Argent S2 Light Bars Mounts up to four (4) LPR cameras
Subtotal Price (Excluding sales tax)		\$24,675.00

Qty	Item #	Description
(47)	CDMS31HWW	3-Camera Mobile LPR System - Extended Hardware Warranty - 1 Additional Year <ul style="list-style-type: none"> Full mobile LPR hardware component replacement warranty Applies to 3-Camera hardware system kit Valid for 1 year from warranty expiration
Subtotal Price (Excluding sales tax)		\$72,615.00

Qty	Item #	Description
(47)	CDMS34SWW	3-Camera Mobile LPR System - Extended Software Warranty - Years 2 through 5 <ul style="list-style-type: none"> Includes all bug fixes, technical support plus minor version upgrades Valid for 4 years subsequent to standard warranty period Covers 3 LPR Channels
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(47)	Installation	Installation of Vigilant Mobile ALPR Hardware <ul style="list-style-type: none"> Onsite installation (Must meet the City's Project Manager's approval)
Subtotal Price (Excluding sales tax)		\$49,115.00

Qty	Item #	Description
(2)	RU2 Fast 3450	ALPR Enabled RU2 Fast 3450 VMS Radar Speed Display Trailer <ul style="list-style-type: none"> Upgraded with Solar and 4 x 150 A/Hr Batteries Includes Expandable Outriggers Includes Data Acquisition Package Includes ArrowTrack GPS Vehicle Deterrent System Includes Cellular Transmission
Subtotal Price (Excluding sales tax)		\$44,000.00

Qty	Item #	Description
(2)	Fixed Camera LPR SYS-1 (2)VSF-075-H-RE	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"> Plug-N-Play IP based camera with Power Over Ethernet (POE) Includes field installed J-Box 75mm LPR Camera(s) with IR and Color video <ul style="list-style-type: none"> Includes RAM mounting bracket <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"> Includes CarDetector LPR software for local server hosting LPR vehicle license plate scanning / real time alerting o Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		\$28,000.00

Qty	Item #	Description
(4)	CDF4LSWW	Fixed Camera LPR System - Extended Software Warranty - Year 2 through 5 <ul style="list-style-type: none"> Includes all bug fixes, technical support plus minor version upgrades Valid for 4 year subsequent to standard warranty period Covers 1 LPR Channel
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(4)	CDFS-1HWW	Fixed Camera LPR System - Extended Hardware Warranty - 1 Additional Year <ul style="list-style-type: none"> Fixed LPR System LPR hardware component replacement warranty Valid for 1 year from warranty expiration
Subtotal Price (Excluding sales tax)		\$2,100.00

Qty	Item #	Description
(2)	BCAE1F1	Four Camera Reaper Interface Box with cellular router and Verizon Modem <ul style="list-style-type: none"> Complete communications and power management solution for up to four (4) Reaper fixed cameras Includes power management and voltage protection for all components, as well as a router for cellular communications between the cameras and the agency's LEARN account Includes Verizon modem Private WiFi access point for administrative access to cameras Integrated GPS with integrated NTP server for accurate time stamps on all detections Enclosed in a vented NEMA 3R enclosure with fan for cooling Operational temperature spec -20C to 50C ambient
Subtotal Price (Excluding sales tax)		\$6,000.00

Qty	Item #	Description
(4)	CAM-HITCH-SET	CAM BALL HITCH SET <ul style="list-style-type: none"> RAM Ball Mount (No Magnet)
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(2)	Trailer Shipping	Shipping of trailers
Subtotal Price (Excluding sales tax)		\$800.00

Qty	Item #	Description
(51)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> Vigilant technician to visit customer site Includes system start up, configuration and commissioning of LPR system Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$44,625.00

Qty	Item #	Description
(145)	VS-LIC-01	Vigilant Perpetual License for LPR Client Software <ul style="list-style-type: none"> Perpetual license key for indefinite use of Vigilant LPR client software application <ul style="list-style-type: none"> One license key required per LPR software channel Applies to both mobile and fixed LPR software applications
Subtotal Price (Excluding sales tax)		\$232,000.00

Qty	Item #	Description
(3)	VS-TRNG	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 (Refer to Quote Notes below) Vigilant certified technician to visit site and perform training classes
Subtotal Price (Excluding sales tax)		\$3,600.00

Qty	Item #	Description
(3)	VS-TRVL-01	Vigilant 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
Subtotal Price (Excluding sales tax)		\$3,825.00

Qty	Item #	Description
(47)	VS-SHP-01	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> Applies to each Mobile LPR System Shipping Method is FOB Destination
Subtotal Price (Excluding sales tax)		\$6,110.00

Qty	Item #	Description
(4)	VS-SHP-02	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> Applies to each fixed camera LPR System Shipping Method is FOB Destination
Subtotal Price (Excluding sales tax)		\$220.00

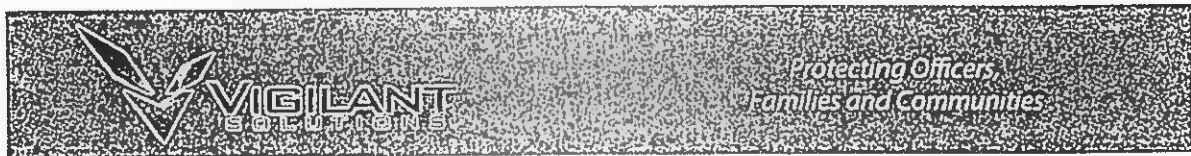
Qty	Item #	Description
(1)	Estimated Tax	Estimated Tax on Hardware at 8.5%
Subtotal Price		\$35,502.21

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
3. This Quote does not include anything outside the above stated bill of materials.
4. Training minimally includes six end user training sessions and two admin training sessions.

Quoted by: Greg Mills - 858-287-0067 - greg.mills@vigilantsolutions.com

Total Price (Including sales tax)	\$993,260.21	
Accepted By:	Date:	P.O#



LEARN – Regional Server Minimum Requirements

Below is the minimum configuration for assuming a deployment of up to 1,000 Mobile LPR cameras or up to 150 Fixed LPR cameras with up to 150 simultaneous User connections executing various server transactions:

- Web / Application Server -

Hardware

Processor: (2x) Intel Xeon E5-2620 v3 @ 2.4 GHZ
(or greater)

Memory: 32 GB RAM

Hard Drive: 200 GB Hard Disk - Operating System
1.2 TB Hard Disk – Temporary Files
(10K RPM / 140 IOPS
or better recommended*)

NL-SAS or equivalent

RAID redundancy recommended

Network Card: (2x) 1.0 Gbps

System Function

LEARN Website and End User Interface
LEARN Services for application 'Support'

Software

Microsoft Windows Server 2008 R2 or 2012 R2
(Standard or Enterprise)

IIS, .NET Framework and all latest patches

Networking

These ports must be open for communication:
TCP Port: 80[†] / 443 [HTTP/HTTPS - configurable]
TCP Port: 25 [email notification]
TCP Port: 20 / 21 [FTP – optional / configurable]
Windows File Sharing / Active Directory

- Database Server -

Hardware

Processor: (2x) Intel Xeon E-2623 v3 @ 3.0 GHZ
(or greater)

Memory: 64 GB RAM (or greater)

Hard Drive: 200 GB Hard Disk - Operating System
4.4 TB Hard Disk - Database
(1 TB of 15K RPM / 200 IOPS
or better recommended*)

NL-SAS or Equivalent

RAID 10 redundancy recommended

Network Card: (2x) 1.0 Gbps

Software

Microsoft Windows Server 2008 R2 or 2012 R2
(Standard or Enterprise)

Microsoft SQL Server 2008 R2 or 2014
(Standard** or Enterprise)

.NET Framework and all latest patches

Networking

These ports must be open for communication:
Port 1433 [SQL Server]

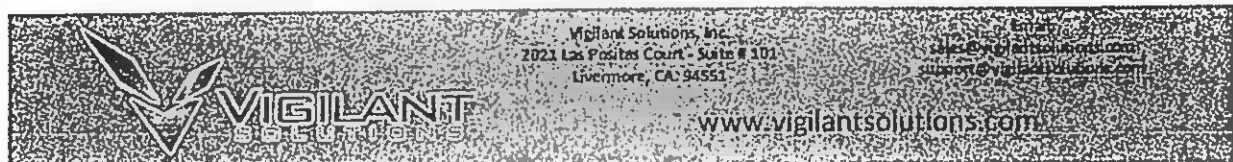
Plate Record Storage Capacity @ 4.4 TB HDD: Approximately 100 million Plate Scans + 4 million hits

Note: The LPR server is designed to function between three (3) major LPR server components: 1) Database Server, 2) Web server, and 3) Application server. All three major components are capable of functioning on a single hardware server PC – or – by election scalable across three separate hardware server PCs, one for each major component. This allows the required scalability for a large number of simultaneous connections (both querying Users and managed fixed and mobile LPR systems) and accommodates future expansion plans. The Web server allows scalability across an unlimited number of server hardware PCs, therefore utilizing expanded hardware resources to meet the demands of an anticipated future expansion.

* Slow hard drives will yield slower performance of hotlist distribution and slower response times to queries.

** If using SQL Server Standard, the maximum throughput supported is 2.6 million plate scans per month.

† For GIS/Mapping functionality, access to Google Maps and Geonames is required.



PAYMENT SCHEDULE

Software, Hardware and Installation Services:		Payment
Software Fees	(VS-IDP-02, VS-LEARN-S, VS-LIC-01)	\$336,475.00
Hardware Fees	(VS-LEARN-RS, KVM, CDM-3-133-RE, VS-LBB-02-E, RU2 FAST 3450, VSF-075-11-RE, BCAEIFI)	\$417,673.00
Warranty	(VS-LEARN-WA, CDMS3IHW, CDFS-1IHW)	\$ 89,115.00
Installation Services	(SSU-LNNCOM, Installation, SSU-SYS-COM, VS-TRVL-01)	\$103,765.00
Training	(VS-TRNG)	\$ 3,600.00
Shipping	(VS-SHP-01, VS-SHP-02, Trailer Shipping)	\$ 7,130.00
Sales Tax	(Estimated Tax)	\$ 35,502.21
Total		\$993,260.21
The City agrees to pay the Contractor as follows: <ul style="list-style-type: none"> • 25% of total project costs upon the execution of this contract • 50% of total project costs upon installation of back office hardware, connection to Vigilant Cloud services and receipt of all equipment • Final payment of 25% upon formal acceptance following the 60-Day Acceptance Period as outlined in the RFP. 		

TIME OF PERFORMANCE

Time Frame	Deliverable
Day 1	Contract Establishment
Day 10	Purchase Order Acceptance
Day 15	Kick off meeting with Vigilant, ALPR Committee and IT personnel
Day 30	Beginning of Equipment Shipments
Day 40	Inventory Check and Start of Installations
Days 40 – 61	Installations and Training
Day 70	60-Day Acceptance Period Begins
Day 130	End of 60-Day Acceptance Period and Final Acceptance

Exhibit C

CITY INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of the City of El Centro ("City"), and prior to commencement of work, Contractor shall obtain, provide and maintain at its own expense during the term of any agreement or contract, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance: Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under any agreement or contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance: Contractor shall maintain professional liability insurance that covers the services to be performed in connection with any agreement or contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of any agreement or contract and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by any agreement or contract.

Workers' compensation insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$500,000).

Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance: Contractor shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of any agreement or contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in

connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or sub-contractors.

Primary/noncontributing: Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement: In the event any policy of insurance required under any agreement or contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel any agreement or contract.

Acceptable insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its sub-contractors.

Enforcement of contract provisions (non estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting: Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation: Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status: General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds: A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause: Contractor agrees to ensure that its sub-contractors, subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to the City for review.

District's right to revise specifications: The City reserves the right at any time during the term of any agreement or contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions: Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims: Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under any agreement or contract, and that involve or may involve coverage under any of the required liability policies.

Additional insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Claims-made limitations. The following provisions shall apply if any of the required policies are written on a claims-made basis:

- a. The Retroactive Date of the policy must be shown and must be before the date of the Agreement or the beginning of the contracted work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a Retroactive Date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The Public Agency shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

Exhibit D

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

This Agreement is made and entered into effective June 6, 2017 (the “Effective Date”) between Vigilant Solutions, LLC, a Delaware company (“Vigilant”) and El Centro Police Department, 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 is separately purchasing LPR hardware components as described in Exhibit B of this contract 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:** LEA or Law Enforcement Agency means any law enforcement agency or entity throughout the nation that may or may not collect and share LPR Data.
- 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 retention policy.
- 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. **LEARN:** LEARN means Law Enforcement Archival and Reporting Network.
- i. **LPR Data:** LPR Data means a triggered data set comprised of a color and infrared images conjoined with Global Positioning Satellite (GPS) coordinates, date and time image of a license plate of a vehicle. The trigger to capture these images and data is usually a reflective image of a vehicle license plate. LPR Data is the consolidation of all these data sets tied to the images and consolidated in a large database which can be searched in numerous formats. For purposes of this agreement LPR Data refers to both LEA LPR Data and Commercial LPR Data.
- j. **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.
- k. **Regional ALPR Program:** The Regional ALPR Program is a collective group of Imperial County law enforcement agencies sharing data into one or more data aggregation systems, of which are represented on this or other information sharing agreements.
- l. **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 or Booking Images.

- m. **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 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 Commercial LPR Data, Commercial Booking Images, FaceSearch Software or LEARN Software.
- d. **Ownership of LEA LPR Data and Booking Images:** Vigilant retains all title and rights to Commercial LPR Data and Commercial Booking Images. Agency retains all rights to LEA LPR Data and LEA Booking Images generated by Agency and all participating LEA agencies that are part of the Imperial County Regional ALPR Program.
- e. **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.
- f. **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.

- g. Maintenance and Support:** Vigilant shall provide to Agency Updates (hereinafter “Maintenance”) and technical support and hosting (hereinafter “Support”) in accordance with the terms of this Agreement. Maintenance and Support will be provided for a term of at least (5) years from Agency's acceptance of each item of equipment acquired under this Agreement/Contract. Agency may cancel Maintenance and Support at any time by giving Vigilant not less than thirty (30) days written notice. Support will include continuous hosting of all existing and newly added Agency's LPR equipment data for the term of the Agreement as long as Agency acquires the LPR equipment from Vigilant, which shall include the ongoing Maintenance and Support, as may further be specified in the Agreement.
- h. 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 and are accessible pursuant to one of the following two methods:

 - i. Application Programming Interface (API):** The API access method allows for integration of the LPR Data and Booking Images into external third-party analytic tools. The API does NOT provide ownership rights to the LPR Data or Booking Images, only access during the subscription period. The API is available only in conjunction with a Software Service Subscription. The API for LPR Data is available for an optional fee. The API for Booking Images is included for no additional fee.
- 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):**

 - i.** 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 are

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.

- ii. User logins are restricted to agents and sworn officers of the Agency or participating agencies. No User logins may be provided to agents or officers of other local, state, or Federal LEAs other than those participating in, and identified as part of, the Imperial County Regional ALPR Committee.
- f. **Data Sharing:** The Agency and participating agencies are a generator as well as a consumer of LEA LPR Data or LEA Booking Images, and at their option may share their 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). Vigilant and its subcontractors, affiliates or other third parties are prohibited from selling, transferring, or sharing LEA LPR Data with non LEA as prohibited in California Civil Code §1798.90.55(b).
- 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. **Available 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 (the "API"). This service is offered as an optional service to the annual subscription described in Section 3(g) for LPR Data. It is included at no additional fee for Booking images.

4. Restrictions on Access to Software Service.

- a. **Non-Disclosure of Confidential Information:** Agency 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 agrees, except to the extent expressly permitted under this Agreement, (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 agrees 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 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 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 or for purposes of prosecution, (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 shall not 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 Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging. Notwithstanding, upon execution of this Agreement, Contractor and Agency shall agree upon a mutually acceptable press release.
- 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. Except for the agreed-upon press release referenced in (d) above, 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:**
 - i. Agency shall cause each User to comply with the provisions of this **Section 4**.
 - ii. 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**.

- iii. 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.
- iv. 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.
- v. 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 five (5) years 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 written notice of the expiration. Written notice shall include the proposed service fees due for the subsequent twelve (12) month period.

- b. **Termination:**

- i. Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason. If Agency termination notice is based on an alleged breach by Vigilant, then Vigilant shall have thirty (30) days from the date of its receipt of Agency's notice of termination, which shall set forth in detail Vigilant's purported breach of this agreement, to cure the alleged breach. If Agency terminates this agreement prior to the end of a Service Period for 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 for the Software Service 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.
- ii. 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 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 for the Software Service 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.
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