CITY MANAGER'S REPORT NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING

ITEM:	RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVÉILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM
RECOMMENDATION:	Adopt a Resolution to Ratify the Purchase of Automatic License Plate Recognition Surveillance System Software and Hardware From Vigilant Solutions, LLC. for CIP GG 19-07 Citywide Surveillance System

SUMMARY:

The Lathrop Police Department finds the existing city surveillance system extremely useful during criminal investigations as it facilitates solving crimes and serves as a deterrent to criminal activities. The Automatic License Plate Recognition (ALPR) and surveillance cameras installed at River Islands Parkway and Golden Valley Parkway register an average of 530,000 vehicles per month traveling through this intersection, along with traffic accidents and other questionable activities.

After the creation of Capital Improvement Project (CIP) GG 19-07 Citywide Surveillance System, City Council approved the purchase and installation of ALPR and surveillance cameras in five (5) developmental areas of Lathrop. Upon installation of the approved cameras, city staff identified that additional ALPR cameras were required to capture roads with three (3) or more lanes of traffic in one direction. Staff reached out to Vigilant Solutions as the provider of the previously purchased ALPR cameras and requested quotes for additional ALPR cameras. Vigilant Solutions provided a quote of \$51,322.50 for the additional ALPR surveillance cameras. The City Manager approved of the purchase as to avoid project delays. It is cost saving to have the ALPR cameras installed while work is being completed for another project in the same areas.

Staff is coordinating Capital Improvement Project PS 23-01 Traffic Signal Technology, to upgrade the City's traffic control system, approved by City Council on July 11th, 2022, and have the same vendor technicians installing equipment in the same areas of the City as Capital Improvement Project GG 19-07. This will reduce installation costs related to the CIP GG 19-07. The City Manager approved the purchase of the equipment to avoid delays due to supply chain constraints and demand. Tonight, staff is requesting City Council ratify the City Manager's approval of the purchase of software and hardware from Vigilant Solutions, LLC. for \$51,322.50.

CITY MANAGER'S REPORT PAGE 2 NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM

BACKGROUND:

The Automatic License Plate Recognition (ALPR) and surveillance cameras installed at River Islands Parkway and Golden Valley Parkway register an average of 530,000 vehicles per month traveling through this intersection, along with traffic accidents and other questionable activities. Law enforcement has been able to use the surveillance system to assist them with their investigations by providing evidence regarding crimes such as:

- Burglary
- Arson
- Theft
- Assault
- Hit and Run

- Vandalism
- Dumping
- Speeding
- Robbery
- Reckless Driving

After the creation of Capital Improvement Project (CIP) GG 19-07 Citywide Surveillance System, City Council approved the purchase and installation of ALPR and surveillance cameras in five (5) developmental areas of Lathrop. Upon installation of the approved cameras, city staff identified that additional ALPR cameras were required to capture roads with three (3) or more lanes of traffic in one direction. Vigilant Solutions provided a quote of \$51,322.50 for the ALPR surveillance cameras.

Staff reached out to Vigilant Solutions requested guotes for the additional ALPR cameras. Vigilant Solutions, LLC has confirmed to the City to be the sole copyright owner, manufacturer and distributor of the license plate recognition hardware and software, which is currently installed and utilized at various major intersections within the City for CIP GG 19-07. Vigilant Solutions, LLC hardware is the only hardware able to capture, collect and transmit data ("communicate") with Vigilante Solutions, LLC proprietary software, therefore, this purchase with Vigilante Solutions, LLC is necessary to ensure that the new, additional cameras and software system that needs to be purchased is able to integrate and communicate with the cameras and software system currently installed and utilized throughout the City. Pursuant to Lathrop Municipal Code (LMC) 2.36.110 (A), this purchase is considered a sole source purchase which is exempt from bidding procedure because the additional, necessary license plate recognition cameras and software can only be purchased from Vigilant Solutions, LLC as they own the copyright to their proprietary products and no similar substitute exists that would integrate and communicate with the City's current license plate recognition software system.

To reduce expense for the configuration of the equipment, staff is coordinating with Capital Improvement Project PS 23-01 Traffic Signal Technology by having the same vendor technicians working on the intersections for Capital Improvement Project PS 23-01 configure the equipment for Capital Improvement Project GG 19-07. This will save the City in expenses for the configuration. It is essential that the equipment for

CITY MANAGER'S REPORT PAGE 3 NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM

Capital Improvement Project GG 19-07 arrive while the technicians are completing work in the area for Capital Improvement Project PS 23-01 to reduce expenses. The City Manager approved the orders for equipment to avoid project delays due to supply chain constraints and demand. Tonight, staff is requesting City Council ratify the City Manager's approval of the purchase of software and hardware from Vigilant Solutions, LLC. for \$51,332.50.

REASON FOR RECOMMENDATION:

The proposed Surveillance System ordered through Vigilant Solutions, LLC. for CIP GG 19-07 Citywide Surveillance System represents an effort to utilize technology to enhance crime prevention and residents safety while expediting crime investigations.

FISCAL IMPACT:

The purchases from Vigilant Solutions, LLC for \$51,332.50 is within the balance available in CIP GG 19-07. The budget is sufficient to cover the full cost of the equipment.

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Ratify the Purchase of Automatic License Plate Recognition Software, Hardware and Configuration from Vigilant Solutions, LLC. for CIP GG 19-07.
- B. Purchase order with Vigilant Solutions, LLC.

APPROVALS:

Fernandes TOP Information Systems Director

Date

Cari dames Finance Øirector

Michael King Assistant City Manager

Salvador Navarrete City Attorney

Stephen J. Salvatore City Manager

11-1-2023

Date

10.6.2023

Date

11.6.03

Date

RESOLUTION NO. 23 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP 19-07 CITYWIDE SURVEILLANCE SYSTEM

WHEREAS, at the April 8th, 2019 City Council Meeting, Council approved a resolution to create CIP GG 19-07 Citywide Surveillance System; and

WHEREAS, at the May 8th, 2023 City Council Meeting, Council approved the purchase of ALPR camera surveillance system from Vigilant Solutions, LLC for CIP GG 19-07; and

WHEREAS, the Lathrop Police Department finds the existing city surveillance system extremely useful during criminal investigations as it facilitates solving crimes and serves as a deterrent to criminal activities; and

WHEREAS, city staff identified that additional ALPR cameras were required to capture roads with three (3) or more lanes of traffic in one direction; and

WHEREAS, Vigilant Solutions, LLC has confirmed to the City to be the sole copyright owner, manufacturer and distributor of the license plate recognition hardware and software, which is currently installed and utilized at various major intersections within the City for CIP GG 19-07; and

WHEREAS, pursuant to LMC 2.36.110 (A), this purchase is considered a sole source purchase which is exempt from bidding procedure because the additional, necessary license plate recognition cameras and software can only be purchased from Vigilant Solutions, LLC as they own the copyright to their proprietary products and no similar substitute exists that would integrate and communicate with the City's current license plate recognition software system; and

WHEREAS, at staff request, Vigilant Solutions provided a quote of \$51,322.50 for the ALPR surveillance cameras; and

WHEREAS, the City Manager approved the orders for equipment to avoid project delays due to supply chain constraints and demand.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the City Manager's signature approval of the purchase of additional automatic license plate recognition (ALPR) surveillance system software and hardware from Vigilant Solutions, LLC. in the amount of \$51,322.50 for CIP GG 19-07 Citywide Surveillance System.

The foregoing resolution was passed and adopted this 13th day of **November 2023**, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



390 Towne Centre Dr Lathrop. CA 95330 님

Purchase Order

No. 2024-00000206

8/29/2023 Date

Resolution

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Vendor No. 3401

The parties to this agreement

VIGILANT SOLUTIONS, LLC P.O. BOX 841001 DALLAS, TX 75284-1001

are:

S 390 Towne Centre Dr Lathrop, CA 95330 5

SHIP VIA **FREIGHT TERMS** PAGE ORIGINATOR

DELIVER BY

1 of 3 Emily Malay

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	EACH	LPR -L5F Hub Unit Package	\$41,800.0000	\$41,800.00
1.00	EACH	Technical Support for LPR's	\$4,535.0000	\$4,535.00
1.00	EACH	Delivery	\$1,330.0000	\$1,330.00
1.00	EACH	Тах	\$3,657.5000	\$3,657.50
escribe herei	n and agree reference (C	urnish all labor, equipment and materials necessary to perform the sets to comply with the terms and conditions identified below which are Dutline exact detail what is to be done, where is to be done and include.)	made a part	\$51,322.50
DocuSigned by	:	DocuSigned by:		

Tony Fernandes	9/5/2023	telly Bluth	9/5/2023
CITY OF LATHROP RECOMMENDED FOR APPROVAL	DATE	VENDOR (Signature) APPROVED BY	DATE
and the second	10.11.23	Kelly Bluth	9/5/2023
CITY OF LATHROP APPROVED BY	DATE	VENDOR (Print Name) APPROVED BY	DATE
Special Instructions			
Additional Cameras for the Inte	∍rsections CIP GG 19-07		

Page 2 of 3 STANDARD PURCHASE ORDER TERMS AND CONDITIONS

- ACCEPTANCE Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof: no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
- 2. INVOICES. Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show. Contract Number, terms, discounts, date of shipment or vervice dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
- 3. PAYMENT TERMS. Seller shall receive payment either by One-Time payment (Limp Sum). Monthly or Quarterly ITEMIZED INVOKE. All payments are in arrears.
- 4. ORDER CHANGES. The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
- 5. SHIPPING. Seller will indicate plainly the Purchase Order Number on all bills of lading. all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices

When shipping. Seller will make no declaration of value to carried, except where shipment 18 subject to released value ratings

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.

- 6. DELIVERY. Unless otherwise expressly provided. Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
- 7. TERMINATION. Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller
- 8. DECLINE IN PRICES. Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline got items ordered, Seller may elect to meet priced reductions or other vendors, or is own lower prices to other purchasers, but if Seller should refuse to do so. Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
- 9. FORCE MAJEURE. Neither Seller nor Buyer shall be hable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph. Seller must allocated production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
- 10. WARRANTY. Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
- 11 ASSIGNMENT. Neither party shall assign or transfer this Purchase Order without the written consent of the other
- 12 INDEMNITY. SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

PAGE 3 OF 3

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND IT'S AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR IT'S SHARE OF THE LOSS.

- BUYER'S PROPERTY. Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused
- 14 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS By acceptance hereof. Seller Warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereinder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112. The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R, 5, Mo et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
- WORKER'S COMPENSATION. EMPLOYER'S LIABILITY. AND GENERAL LIABILITY When work 15 performed on Buyer's premises. Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each m amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer
- 16. INSOLVENCY. If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
- 17. TAXES. Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
- FOREIGN SHIPMENTS. Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment. Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
- 19 VENUE. This Purchase Order shall be governed by the law of the State of California
- 20. BRANDING. Seller warrants that all materials covered by this Purchase Order are no altered or misbranded within the meaning of the Federal Food. Drug and Cosmetic Act: not an article with may not , under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawfal government authonity or by any person on account of any alleged adulterated or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
- CONFLICTING TERMS. In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
- 22. REVIEW OF RECORDS During the term of the purchase order/agreement and for three years thereafter. City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claums for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
- OFFSETTING BILLS City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
- 24. NON-EXCLUSIVE AGREEMENT. The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.

	DLA SOLUTIONS	Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113	6	0
Issued To:	City of Lathrop - Attention: Tony Fernandes Date: 08-24-23		08-24-23	
Project Name:	L5F (Subscription) Multi-site update - Lathrop PD Quote ID: TCH-0030-07		TCH-0030-01	

PROJECT QUOTATION

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

Fixed LPR Subscription Package

Annual Cost

Qty	item #	Description	
(3)	VSFS-L5F-HUB	Fixed LPR Subscription Package - L5F Hub Unit	
		Includes:	
		 One (1) L5F LPR Camera w/ Comms Box 	
		 Cellular communication service plan sold separately 	
		 Camera Bracket (Pole or Wall), 30' Camera Cable 	
		o Annual Warranty	
		 Shipping charges 	
		Fee schedule:	
		 5-Year contract term required 	
		 Billed annually at the anniversary of purchase 	
(16)	VSFS-L5F-SPK	Fixed LPR Subscription Package - L5F Spoke Unit	
		Includes:	
		• One (1) L5F LPR Camera	
		• Comms Box not included	
		 Cellular communication service plan sold separately 	
		 Camera Bracket (Pole or Wall), 30' Camera Cable 	
		o Annual Warranty	
		 Shipping charges 	
		Fee schedule:	
		 5-Year contract term required 	
		 Billed annually at the anniversary of purchase 	
	Subtotal Price \$41,800.00		

Technical Services

One Time Cost

Qty	ltem #	Description	
(3)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	
		Vigilant technician to visit customer	rsite
		 Includes system start up, configura 	tion and commissioning of LPR system
		Includes CDM/CDF Training	
		Applies to mobile (1 System) and fi	xed (1 Camera) LPR systems
	Sub	total Price	\$2,985.00
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit	
		Vigilant certified technician to visit o	client site
		 Includes all travel costs for onsite s 	support services
	Sub	total Price	\$1,550.00

Delivery

Qty	item #	Description	
(19)	VS-SHP-02	Vigilant Shipping Charges - Fixed or Con	nms
		Applies to each fixed camera LPR System	em
		Or Communication Box Purchased with	out LPR System
		Shipping Method is FOB Shipping	
	Sut	ototal Price	\$1,330.00

Quote Notes:

- 1. All prices are quoted in USD and will expire 90 days from the date of the Quote.
- 2. This Quote will expire in 90 Days from the date of the Quote.
- 3. Returns or exchanges will incur a 15% restocking fee.
- 4. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- 5. This Quote is provided per our conversation & details given by you not in accordance to any written specification.
- 6. This Quote does not include anything outside the above stated bill of materials.
- 7. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
- 8. Hardware installation is not included.
- 9. Customer to provide bucket truck & traffic control for SSU&C.
- 10. Customer to provide all data communications and any fiber converters ro other data/comm hardware.
- 11. Annual subscription cost is \$48,400 per year. Based on (19) camera systems at \$2,200.00 per camera system, per year.

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Quoted by: Kelly Bluth - 925-398-2079 - Kelly.Bluth@motorolasolutions.com

Subtotal Price	\$47,665.00
Sales Tax	\$3,657.50
Total Price	\$51,322.50

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Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this "Acknowledgement") is entered into between Vigilant Solutions, LLC, a Delaware corporation ("Vigilant") and the entity set forth in the signature block below ("Customer"). Vigilant and Customer will each be referred to herein as a "Party" and collectively as the "Parties".

1. Contract Terms Acknowledgement. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA"), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.

2. Entire Agreement. This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.

3. **Disputes; Governing Law. Sections 12 – Disputes** of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. **Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Customer:	
Signature:	
Name:	
Title:	
Email:	
Date:	



Fixed LPR Subscription, Fees and Payment Provision

- I License Key: The Camera License Key (CLK) means an electronic license key that will permit the use of MSI's LPR software to be used with standard MSI issued LPR cameras (one CLK per LPR camera) and select MSI Software Products.
- II Offer Services: This Offer includes the following Hardware / Software Services / Software Products:
 - Hardware:
 - HUB: 1 Fixed LPR Camera + 1 COMMs Box
 - o SPOKE: 1 Fixed LPR Camera
 - LPR Software Services / Software Products:
 - o Standard Annual Hardware Warranty
 - MSI Managed/Hosted LPR Account
 - CarDetector LPR Software w/ all updates
 - Mobile Hit Hunter (for CarDetector Mobile LPR Software)
 - o Unlimited Mobile Companion (for Android or iPhone) Single Plate Scan
 - Optional Parking Services:
 - Parking Toolkit (software application)
 - Parking Integration (3rd party system integration)
 - o Scofflaw Alerting Service
- III Annual Subscription Fees (CLKs): The Service Fees applicable to each Subscription Period shall be as follows:

Annual Subscriptio	n Fee per System
Annual Fee Per Hub	\$2,995.00
Annual Fee Per Spoke	\$1,995.00

Optional Services	
Parking Enforcement System Toolkit	\$1,000.00
Parking Integration Service	\$1,000.00
Scofflaw Alerting Service	\$25,000.00

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IN WITNESS WHEREOF, the undersigned has agreed to this rate sheet as of the Signature Date.

Company Name:	
Signer's Name:	
Signer's Email:	
0	
Signature Date:	
Signature:	

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