



**Enterprise Service Agreement (ESA)**

**35762**

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 3rd Day of December, 2020 by and between Vigilant Solutions, LLC, a Delaware company, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and the City of Long Beach, a municipal corporation, having its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802 ("Customer").

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

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

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

**WHEREAS**, the LPR system is the same as used by the Long Beach Police Department, which was installed between FY17 and FY19; and

**WHEREAS**, the LPR system will be installed on seventeen (17) vehicles used by the Long Beach Parking Enforcement Division of the Environmental Service Bureau in the Department of Public Works; and

**WHEREAS**, the new system is more efficient, with automatic chalk technology, high definition cameras, interfaces with a managed server and client portal, and payment validation; and

**WHEREAS**, the Vigilant package replaces an out of date LPR system currently installed on three of Customer's Parking Enforcement vehicles, will eliminate the need for manual tire chalking on fourteen (14) vehicles, and will improve interface communication between Customer's Police Department and Public Works for faster service delivery; and


**WHEREAS**; Customer's Fleet Services and Customer's Public Works staff have worked closely with the Customer's Police Department to ensure compatibility and functionality with the Customer's existing Vigilant systems; and


**WHEREAS**; the need for communication and interaction with the existing Police Department system makes Vigilant the only possible provider for the service; and

**WHEREAS**, as a result, no useful purpose would be served by advertising for bids and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds; and

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

**I. Definitions:**

  
Vigilant Solutions

  
Customer



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

**“Effective Date”** means the date set forth in the first paragraph of this Agreement.

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

**“LPR Data”** refers to LPR data collected by the Customer and available on Client Portal for use by the Customer.

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

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

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

**“Software Products”** means Vigilant’s Software Suite including CarDetector, Client Portal, Target Alert Service (TAS) server/client alerting package, and other software applications considered by Vigilant to be applicable for the benefit of security practices.

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

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

**“Users”** refers to individuals who are agents of the Customer and who are authorized by the Customer to access Client Portal on behalf of Customer through login credentials provided by Customer.

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

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



### III. Term; Termination.

A. **Term.** The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Customer with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Customer's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Customer may also pay in advance for more than one Service Period. City shall pay for these services in the manner described in this Agreement, in an amount not to exceed Three Hundred Eighty-One Thousand Fifty-One Dollars (\$ 381,051), at the rates or charges shown in Exhibit "A".

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

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

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

#### A. **Warranty and Disclaimer.**

1. Vigilant warrants that, during the lesser of the term of this Agreement or one year from the effective date of the Agreement (the "Warranty Period"), the Software Products conforms to the description in the User's Manual. If the Software Products fail to conform to the description in the User's Manual, Vigilant shall correct the errors as described below (Section A.3). This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product as described in Section A.3.; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Customer may terminate this Agreement and Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer 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. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. In addition, with respect to the Software Products, Vigilant warrants that it owns or has the right to use the Software Products and that the Software Products do not infringe or violate any copyright, patent, license, trade secret, trademark, or other proprietary right of any third party. Vigilant makes no warranty of merchantability or fitness for a particular purpose.

2. Vigilant shall defend, indemnify and hold harmless the Customer, its officials and employees from all claims, demands, causes of action, loss, liability, damage, costs, and expenses, including reasonable attorney's fees (collectively in this Section, "Infringement claims"), arising from any alleged infringement of any copyright, patent, license, trade secret, trademark, or other proprietary right by reason of Customer's use or purchase of the Software Products as originally delivered by Vigilant to Customer under this Agreement. Vigilant shall pay those costs and damages incurred by the Customer which is attributable to any such claim, but such defense and payments are conditioned on the following: (1) that Vigilant shall be promptly notified in writing by the Customer following Customer's receipt of any such claim; (2) that Vigilant shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise except to the extent that principles of municipal law are involved; (3) that Vigilant is provided by Customer all requested, applicable information and assistance for resolving of defending the Infringement Claim; and (4) should the Software Products become, or in Vigilant's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, or subject to an injunction, then the Customer shall permit Vigilant at its option and expense, either to (a) procure for the Customer a license to use the Software Products; (b) replace or modify the Software Products so that it becomes non-infringing; or (c) procure for the Customer a depreciated credit for the Software Products and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software Products, which the parties agree shall be five (5) years. Vigilant shall have no liability to the Customer under this Section with respect to any claim of patent or copyright infringement which is based on the Customer's unauthorized use or combination of the Software Products with Software Products or data not supplied by Vigilant as part of the Software Products. Except for Vigilant's gross negligence or willful misconduct, Vigilant shall have no liability to Customer for any alleged or actual infringement, or otherwise, arising out of or in connection with Customer's use or transfer of Software Products after Vigilant's written notice to Customer that Customer shall cease use or transfer of such Software Products. THIS SECTION PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES VIGILANT'S ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. CUSTOMER HAS NO RIGHT TO RECOVER AND VIGILANT HAS NO OBLIGATION TO PROVIDE ANY OTHER OR FURTHER REMEDIES, WHETHER UNDER ANOTHER PROVISION OF THIS AGREEMENT OR ANYOTHER LEGAL THEORY OR PRINCIPLE, IN CONNECTION WITH AN INFRINGEMENT CLAIM. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVEDAMAGES OR LOST PROFITS OF CUSTOMER IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION.
3. During the warranty period, in the event that the Customer encounters an error or malfunction whereby the Software Products do not conform to the description in the User's Manual, Vigilant



shall: (i) in the event that, in the mutual and reasonable opinion of Vigilant and Customer, there exists an error or nonconformance to the User's Manual, take such steps as are required to correct the error with due dispatch; or (ii) in the event that, in the mutual and reasonable opinion of Vigilant and the Customer, the error or nonconformance to the User's Manual does not constitute a serious impediment to the normal intended use of the Software Products, correct the error and distribute the correction to the Customer in accordance with Vigilant's normal Software Products revision schedule.

- B. Insurance. As a condition precedent to the effectiveness of this Agreement, Vigilant shall procure and maintain at Vigilant's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A-VIII by A.M. Best and Company the following insurance:
1. Commercial general liability insurance naming the City of Long Beach, and its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of Vigilant in an amount of One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
  2. Professional liability or errors and omissions (E&O) liability insurance in an amount of Two Million Dollars (\$2,000,000) per claim and in the annual aggregate covering the services provided pursuant to this Agreement.
  3. Electronic data processing liability, including electronic E&O, and cyberspace/online liability in an amount of Two Million Dollars (\$2,000,000) per claim and in the annual aggregate covering the services provided pursuant to this Agreement.
  4. Umbrella liability (In excess of the Commercial General Liability Insurance of One Million Dollars (\$1,000,000) per claim and in the annual aggregate covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance shall protect the Customer, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to Customer, and shall be primary and not contributing to any other insurance or self-insurance maintained by Customer.

Any subcontractors which Vigilant may use in the performance of this Agreement shall be required to indemnify the Customer to the same extent as the Vigilant and to maintain insurance in compliance with the provisions of this section.

Vigilant shall deliver to Customer certificates of insurance for approval as to sufficiency and form prior to the start of performance hereunder. The certificates for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policy must provide for an extended reporting period of not less than three (3) years. Any modification or waiver of the insurance requirements herein shall be made only with the approval of



Customer's Risk Manager. The procuring of insurance shall not be construed as full performance of the indemnification provisions of this Agreement.

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

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

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

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

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

#### VII. Ownership of Software.

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

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

#### VIII. Data Sharing.

Vigilant will not share any LPR Data generated by the Customer without the written permission of the Customer. Vigilant shall keep the Customer's data confidential and shall not disclose the data or use the data directly or indirectly other than in the course of performing its services, during the term of this Agreement and for five (5) years following



expiration or termination of this Agreement. In addition, Vigilant shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Vigilant shall not disclose any or all of the data to any third party, or use it for Vigilant's own benefit or the benefit of others except for the purpose of this Agreement.

**IX. Ownership of LPR Data.**

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

**XI. Data Retention.**

The duration for data retention is determined by the Customer. LPR Data that reaches its expiration date will be deleted from Client Portal.

**XII. Account Access.**

A. Eligibility. Customer shall only authorize individuals who satisfy the eligibility requirements of Users" to access Client Portal. Vigilant in its sole discretion may deny access to Client Portal to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to employees of the Customer. No User logins may be provided to non-employees of the Customer without the express written consent of Vigilant.

B. Security. Customer shall be responsible for assigning an Site Manager who in turn will be responsible for assigning to each of Customer's Users a username and password (one per user account). A limited number of User accounts is provided. Customer 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). Customer shall notify Vigilant immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Vigilant immediately if Customer becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

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

A. Service Package. This Enterprise License Agreement is based on the following Service Package:

Service Package - Basic LPR Service Package:

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

B. Service Fees. Payment of each Service Fee entitles Customer to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the Annual Service Fee schedules below:



Annual Service Fee Schedule (multiplied by number of CLKs issued)				
Total # of CLK's under this ESA	0-14 CLKs	15-30 CLKs	31-60 CLKs	Over 60 CLKs
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00

Annual Parking Fee Schedule	
Parking Enforcement System Toolkit	\$1,000.00 per system
Parking Integration	\$1,000.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Customer agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payment on a case by case basis. If Customer makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Customer continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however,* that in no event will a Service Fee be increased by more than the greater of 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Customer notice of the proposed increase on or before the date that Vigilant invoices Customer for the upcoming Service Period.

**XIV. Miscellaneous.**

A. Limitation of Liability. EXCEPT AS PROVIDED IN CALIFORNIA CIVIL CODE § 1668, IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Indemnity. Except for each party's respective gross negligence or willful misconduct, each party (Indemnitor) shall, with respect to this Agreement, indemnify and hold harmless the other party, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "Indemnitee") from and against any and all third party liability, claims, allegations, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or

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 Vigilant Solutions  
 Vigilant Solutions





individually "Claim") arising, directly or indirectly, in whole or in part, out of any negligent act or omission of a party, its officers, employees, agents, sub-consultants or anyone under a party's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Indemnitor, Indemnitor shall defend Indemnitee and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise, so long as (1) the Indemnitor is promptly notified in writing by the Indemnitee following Indemnitee's receipt of any claim, but in no event after the Indemnitor would be prejudiced by a lack of such notice, (2) Indemnitee shall have sole control of the defense or settlement of any action on such claim, except to the extent that principles of municipal laws are involved, and (3) that Indemnitor is provided by Indemnitee all requested information and assistance. No finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall be required for the duty to defend to arise.

C. Confidentiality by Customer. Customer acknowledges that Software Products contain valuable and proprietary information of Vigilant and Customer will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

D. Assignment. Neither Vigilant nor Customer is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void. Any money due Vigilant under this Assignment may not be assigned by Vigilant without the prior written approval of the Customer. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation.

E. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law. Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District, or the United States District Court for the State of California located in Los Angeles.

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

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

H. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Customer and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this



Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

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

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

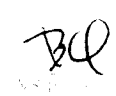

K. **Federal Government.** Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or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

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

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

<b>Vigilant Solutions, LLC</b>	<b>Customer:</b> City of Long Beach
Attn: Sales Administration	Attn: City Manager
1152 Stealth Street	Address: 411 W Ocean Blvd
Livermore, CA 94551	Long Beach, CA 90802

N. **Authorized Representatives; Technical Support Agents.** Customer's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Customer's Authorized Representative is responsible for administering this Agreement and Customer's Technical Support Agents are responsible for administering the Software Products and acting as Customer's Software Products support contact. Either party may from time to time change its Authorized Representative, and Customer may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



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

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: 12-28-2020

Signature: 

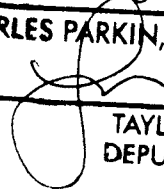
Customer: City of Long Beach

Authorized Agent: Thomas B. Modica

Title: City Manager

Date: 12/29/20

Signature: 

APPROVED AS TO FORM  
December 28, 2020  
CHARLES PARKIN, City Attorney  
By   
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY



**Enterprise Service Agreement**

**Contact Information Worksheet**

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

<b>Enterprise License Agreement Holder</b>			
<b>Company Name:</b>	City of Long Beach		
<b>Company Type:</b>	Municipality		
<b>Address:</b>	2600 Temple Avenue		
	Long Beach, CA 90806		
<b>Primary Contact</b>			
<b>Name:</b>	Ryan Van Andel		
<b>Title:</b>	Fleet Finance Officer	<b>Phone:</b>	562-570-5403
<b>Email:</b>	ryan.vanandel@longbeach.gov		
<b>Supervisor Information</b>			
<b>Name:</b>	Rudy Umana		
<b>Title:</b>	General Superintendent	<b>Phone:</b>	562-570-2859
<b>Email:</b>			
<b>Financial Contact (Accounts Payable)</b>			
<b>Name:</b>	Sachi Matsumoto		
<b>Title:</b>	Accounting Clerk III	<b>Phone:</b>	562-570-5436
<b>Email:</b>			
<b>Technical Support Contact # 1</b>			
<b>Name:</b>	Frank Cannon		
<b>Title:</b>	Parking Control Supervisor	<b>Phone:</b>	562-570-2891
<b>Email:</b>			
<b>Technical Support Contact # 2</b>			
<b>Name:</b>			
<b>Title:</b>		<b>Phone:</b>	
<b>Email:</b>			

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

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

1-925-398-2079

# EXHIBIT “A”



**Quote For:**

**City of Long Beach  
Attn: John SeEVERS**



**Reference:  
Mobile Parking LPR**

**Quote By:**

**Vigilant Solutions, LLC  
Sean Bruecken**

**Date: 10-09-20**

**Be Smart. Be Safe. Be Vigilant.**

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Issued To:	City of Long Beach - Attention: John Seevers			Date:	10-09-20
Project Name:	Mobile Parking LPR			Quote ID:	SEB-1067-12

## PROJECT QUOTATION

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

Qty	Item #	Description
(17)	<b>Mobile LPR SYS-1</b> CDM-3-112-RHD	<b>Mobile LPR 3-Camera Reaper High-Definition System (Expandable to 4 Cams)</b> <u>Hardware:</u> <ul style="list-style-type: none"> <li>• Qty=2 6mm lens package</li> <li>• Qty=1 8mm lens package</li> <li>• VLP-5200 Processing Unit</li> <li>• Wiring harness w/ ignition control (Direct to Battery)               <ul style="list-style-type: none"> <li>◦ Single point power connection</li> </ul> </li> <li>• Field installed GPS antenna</li> </ul> <u>Software:</u> <ul style="list-style-type: none"> <li>• CarDetector Mobile LPR software application for MDC unit               <ul style="list-style-type: none"> <li>◦ LPR vehicle license plate scanning / real time alerting</li> <li>◦ Full suite of LPR tools including video tool set</li> </ul> </li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$225,675.00</b>

Qty	Item #	Description
(17)	VS-LBB-02-E	<b>LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set</b> <ul style="list-style-type: none"> <li>• LPR Camera Mounting Bracket - Rooftop under light bar</li> <li>• Compatible with most Whelen, Code3, TOMAR, Federal Signal, Arjent S2 Light Bars</li> <li>• Mounts up to four (4) LPR cameras</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$18,615.00</b>

Qty	Item #	Description
(17)	CDMS34HWW	<b>3-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5</b> <ul style="list-style-type: none"> <li>• Full mobile LPR hardware component replacement warranty</li> <li>• Applies to 3-Camera hardware system kit</li> <li>• Valid for 4 years from standard warranty expiration</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$17,000.00</b>

Qty	Item #	Description
(1)	VSBSVC-03	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> <li>◦ Includes access to all LEARN or Client Portal and CarDetector software updates</li> </ul> </li> <li>• Priced per camera per year for 31-60 total camera units</li> <li>• Requires new/existing Enterprise Service Agreement (ESA)</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$20,400.00</b>

Qty	Item #	Description
(3)	VS-VPS-PI-INT	<b>Parking Integration</b> <ul style="list-style-type: none"> <li>• Enables integration for payment validation using LPR</li> <li>• Integration allows for credentials to be entered into the Client Portal software for synchronization of parking locations and paid vehicles to Vigilant LPR systems</li> <li>• Annual fee, per integration</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$3,000.00</b>

Qty	Item #	Description
(17)	VS-VPS-PT-01	<b>Parking Enforcement System Toolkit</b> <ul style="list-style-type: none"> <li>• Annual fee per-system</li> <li>• Toolkit enables Vigilant LPR systems to receive alerts on chalking (timed parking) violations as well as whitelist violations for vehicles that have not paid, do not have permits, or are otherwise not on a registered list of vehicles</li> <li>• Included with a Vigilant Mobile System Subscription</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$17,000.00</b>

Qty	Item #	Description
(1)	VS-CLIENTPORTAL-H	<b>Client Portal Account</b> <ul style="list-style-type: none"> <li>• Vigilant Client Portal account for management of client-owned LPR data and systems</li> <li>• Management of users, data sharing and access control permissions</li> <li>• Use of Vigilant's patented analytic tools</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$0.00</b>

Qty	Item #	Description
(1)	SSU-LN-COM	<b>Vigilant Start Up &amp; Configuration of Hosted/Managed Server Account</b> <ul style="list-style-type: none"> <li>• New client account setup</li> <li>• Required for all hosted/managed client accounts</li> </ul>
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$1,275.00</b>



Qty	Item #	Description
(17)	SSU-SYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$14,875.00</b>

Qty	Item #	Description
(3)	VS-TRNG	<b>Vigilant End User Training</b> <ul style="list-style-type: none"> <li>• End user training for Vigilant products <ul style="list-style-type: none"> <li>◦ Covers all client purchased applications</li> <li>◦ Includes classroom and field operation training</li> </ul> </li> <li>• Vigilant certified technician to visit site and perform one training class</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$3,750.00</b>

Qty	Item #	Description
(17)	VS-Install	<b>Field installation services for 3-camera mobile parking LPR systems</b> <ul style="list-style-type: none"> <li>• One time cost</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$30,600.00</b>

Qty	Item #	Description
(2)	VS-TRVL-01	<b>Vigilant Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit client site</li> <li>• Includes all travel costs for onsite support services</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$1,000.00</b>

Qty	Item #	Description
(17)	VS-SHP-01	<b>Vigilant Shipping Charges</b> <ul style="list-style-type: none"> <li>• Applies to each Mobile LPR System</li> <li>• Shipping Method is FOB Shipping</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$2,210.00</b>

Qty	Item #	Description
(1)	VS-Tax	<b>Tax on hardware at rate of 10.5%</b>
<b>Subtotal Price</b>		<b>\$25,650.45</b>

**Quote Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. Five year warranty and one year services included
5. Integration with Data Ticket and chosen mobile payment provider and pay stations included. All configuration services included.
6. Systems can perform time limit, permit, and scofflaw enforcement
7. Mobile computing packages not included. Vigilant can provided if desired at cost of \$4,500 per unit.
8. Annual costs total \$40,400 for licenses, parking software kits, and integrations
9. Discounts provided valid only if contract and purchase order received by 12/18/2020

Quoted by: Sean Bruecken - 720-576-9255 - sean.bruecken@vigilantsolutions.com

<b>Total Price</b> (Including sales tax)	<b>\$381,050.45</b> (Including All Adds)
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