

Vigilant Video

CAR DETECTOR

For More On CarDetector:

- Hardware Requirements
- Quick Start Guide
- Mobile Aiming Guide
- www.vigilantvideo.com/support

ALPR Program

Goals for this early morning:

- Explanation of ALPR program overall
- Overview of system capabilities and limitations
- Explanation of Officer Responsibilities when utilizing ALPR equipment
- Brief preview of what it looks like in operation via screen shots
- Explanation of key NPD Policy points you need to know

What comes next?

Briefing Training, followed by hands-on training with a project team member. We will walk you through this and turn you into an expert.

Automated License Plate Reader ALPR Mobile System Training

NPD will be deploying a Automated License Plate Reader (ALPR) ultimately on three marked patrol vehicles. Our ALPR program has a mobile system(s) that will be accessed through the in-vehicle mobile data computer (MDC) and web-based access through the Law Enforcement Archival Network (LEARN).

- The information collected by the ALPR system will be stored in a hosted and managed ALPR data center. This data will be shared with MCSO and San Rafael PD in a collaborative ALPR program. TSPD and SPD may soon also be joining this endeavor.
- Our LPR program is covered under our RPD ALPR Policy 462.

The ALPR System – What is it?

The ALPR system is a mobile computer and multiple camera system that scans for wanted and stolen vehicles. The system automatically locates, reads, and runs license plates against on-board databases of wanted vehicles.

Databases may contain plates of stolen vehicles, wanted vehicles, vehicles with lost/stolen plates, vehicles wanted in association with certain crimes, missing persons, AMBER alerts, or other lawful reasons.

If a vehicle is a match and comes up wanted, the system will alert the officer with both audio and visual alerts. Images of the plate and vehicle, as well as a brief explanation of the want will be displayed. The entire process is automatic and typically takes less than a second.

ALPR Capabilities – What can it do?

- Quality images can be captured in a variety of settings: darkness, sunlight, oncoming headlights, deep shadows, etc. How? It incorporates two camera types: color, infrared
- System utilizes Optical Character Recognition technology
- System captures the license plate while capturing a color overview image of the vehicle
- System has capability to allow administrator to search for previously read plates and retrieve GPS time stamped photos for each plate read
- System also has capability that allows for read plates to be plotted on a map

System Limitations

The ALPR system will not read ALL plates. It can only read a plate that it "sees." Plates must be in the field of view of the cameras, and within the infrared color spectrum.

In order to be read, plates must have sufficient reflective characteristics. Older blue California plates, extremely dirty plates, mutilated or obscured plates may not be readable.

Out of state plates and motorcycle plates can be read, but accuracy may be reduced.

Officer Responsibilities

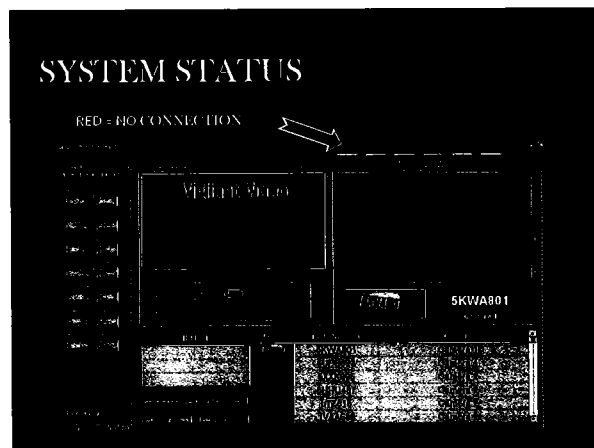
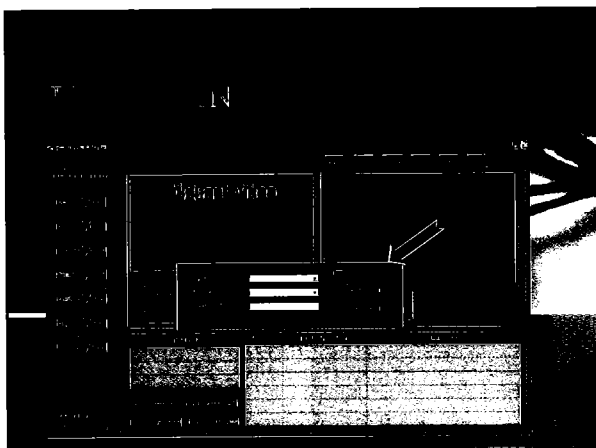
Prior to ALPR system use, this training class must be completed.

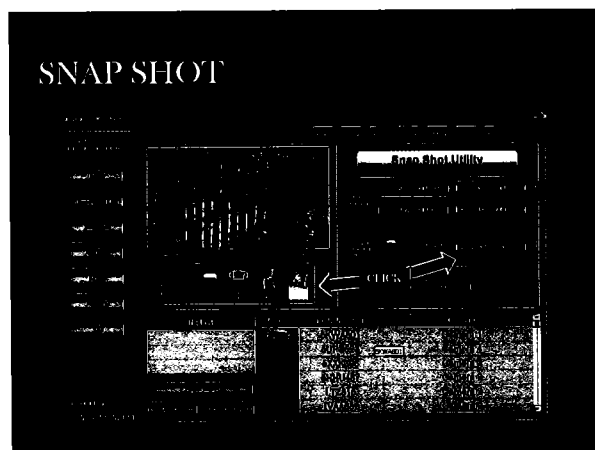
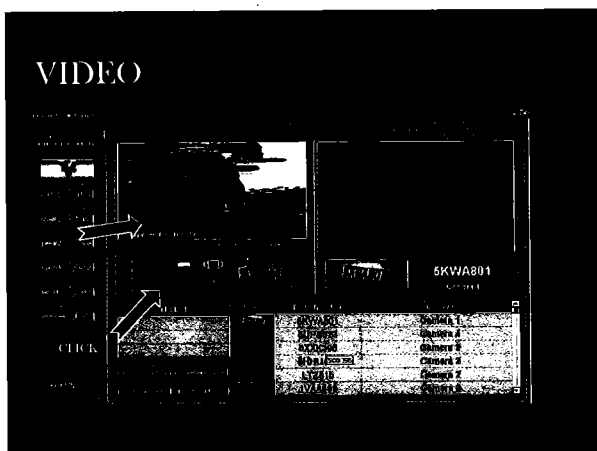
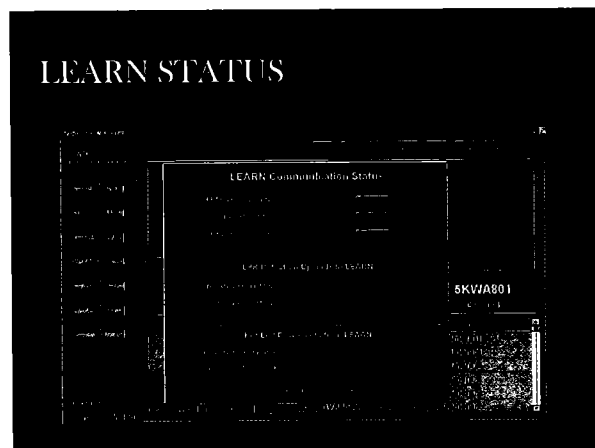
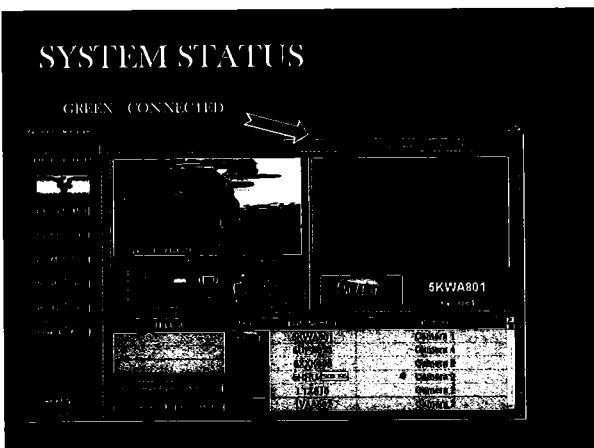
Officers must visually verify the license plate on the vehicle and confirm its wanted status through CLETS. The wanted vehicle database, while frequently updated, is not real-time. This step is necessary to confirm the proper "read" of the plate, and to confirm the want on the vehicle.

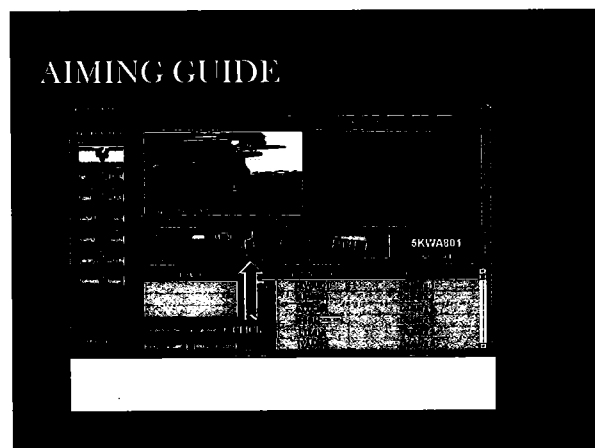
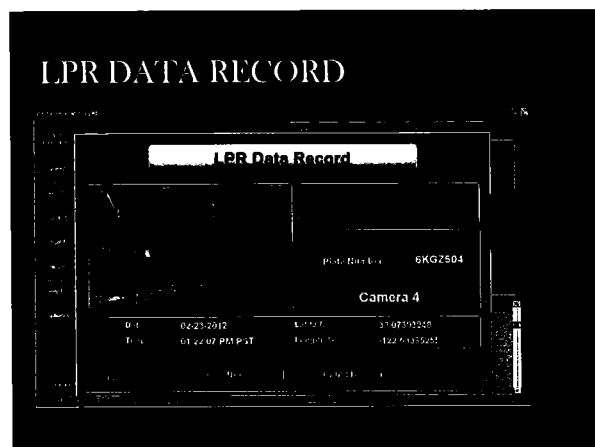
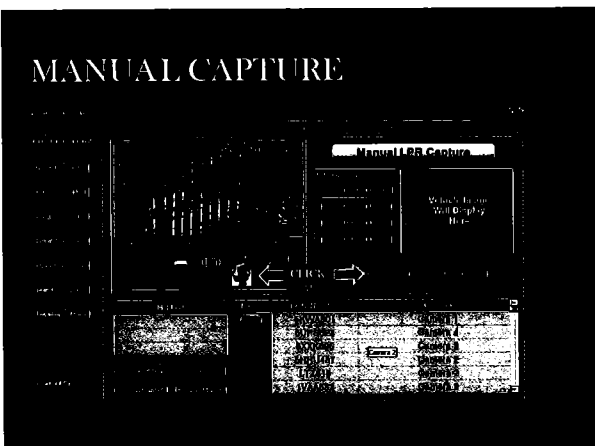
Reports resulting from ALPR system use will contain this essential information:

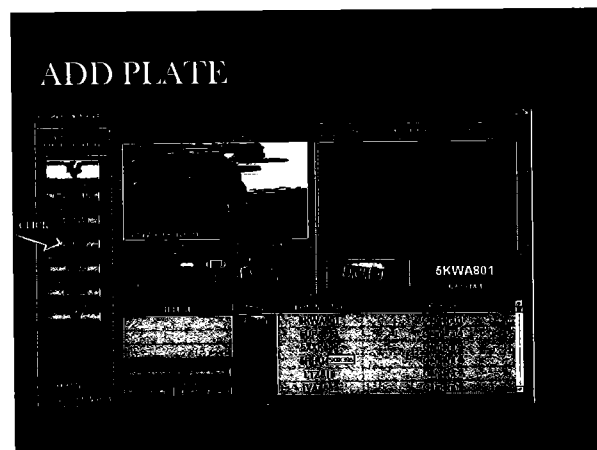
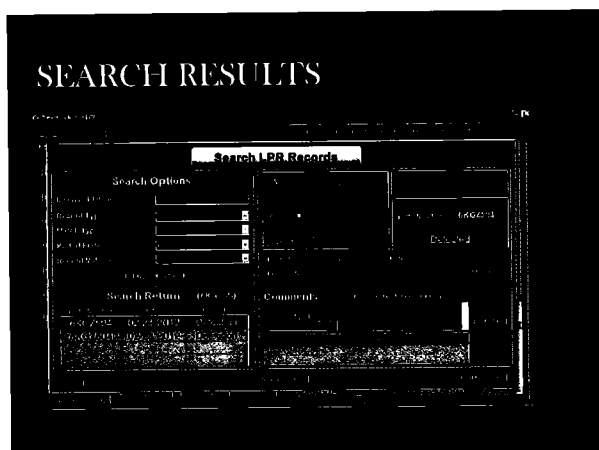
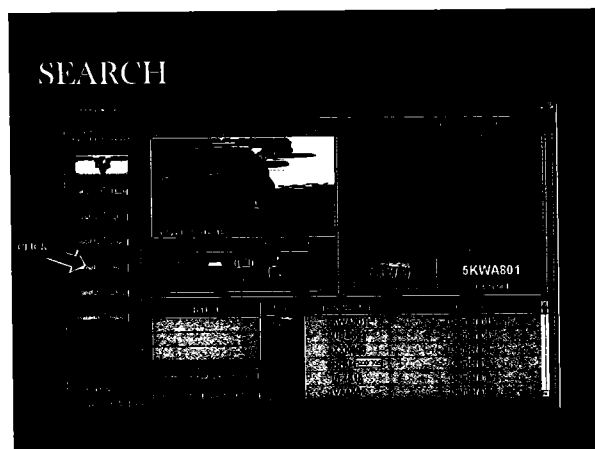
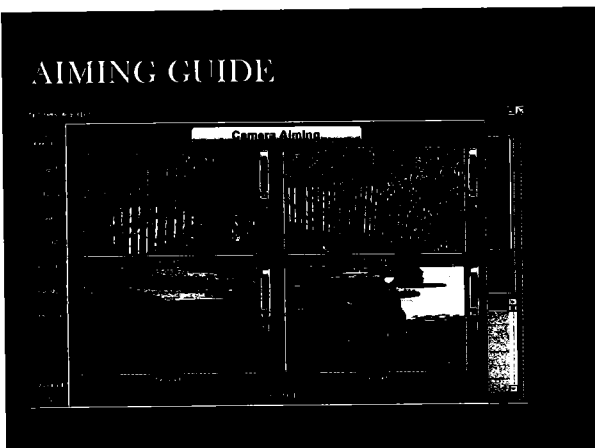
"The vehicle was initially brought to my attention by the use of an automated license plate recognition system. I visually verified the license plate of the vehicle in question and verified through CLETS that it was a wanted vehicle."

Advise your Supervisor of ALPR related arrests and recoveries as soon as practicable.











Policy 462 – ALPRs – Key Points You Need to Know

462.2 – Managed by Operations Captain and assigned personnel

462.3 – Operational Policy Information:

- (a) Official and legitimate LE use only
- (b) Routine patrol, investigation OR
- (c) Use to canvass crime scenes at any serious incident
- (d) No use until department-approved training completed
- (e) No ALPR operator may access CLETS info unless otherwise authorized to do so
- (f) If practicable, verify ALPR response through CLETS prior to taking action based solely on ALPR alert

License Plate Reader LPR Mobile System Training

If you have any questions or need technical assistance please contact one of our ALPR Team members: Sgt. Demetri, Sgt. D'Amico, Sgt. Winter, Detective Jacob, Officer Conrad. If you need technical support from the vendor please contact Vigilant Video at 925-398-2079 or technicalsupport@vigilantvideo.com and select support.

LEHR AUTO

Electric & Emergency Equipment

* * C H A R G E * *
NET 30/10TH PROX

4707 Northgate Blvd.
Sacramento, CA 95834
Parts Dept. 916-646-6626
Service Dept 916-646-6636
Fax 916-646-6656
WILL CALL

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NOVATO POLICE DEPT
909 MACHIN AVE
NOVATO CA 94945

NOVATO POLICE DEPT
909 MACHIN AVE
NOVATO CA 94945

7/20/2012

15:48:02

| Part Number | Order | Ship | E/O | Description | Unit | Net Price | Value |
|---------------------------|-------|------|-----|---------------|------|-----------|----------|
| VV CDMC4PA2233 | 1 | 1 | 4 | CAMERA KIT | | 14850.00 | 14850.00 |
| VV CDMC43HWWE | 1 | 1 | 3 | YEAR WARRANTY | | 1668.00 | 1668.00 |
| VV DSP KIT | 1 | 1 | | DSP KIT | | 4000.00 | 4000.00 |
| Part Ordered: ## DSPKIT | | | | | | | |
| MS BRACKETS | 2 | 2 | | MISCELLANEOUS | | 165.00 | 330.00 |
| LA-L | 2 | 2 | | LABOR CHARGE | | 650.00 | 1300.00 |
| VV SSU-34.COM | 1 | 1 | | START UP | | 980.00 | 980.00 |
| Part Ordered: ## SSU34COM | | | | | | | |

CITY OF NOVATO A/P APPROVAL

Amount to Pay: 24795.84

Account #: 282-2941-421-7172

PO/Agreement #: _____

Proj. # _____

Dept. Approval: [Signature]

Date: 7/30/12

Budget Approval: _____

Date _____

Tax Rate 8.00

| | | | | | | |
|-----------------|----------|------------|---------|----------|-------|-----------------------------|
| 8 | 23128.00 | | | | | 1667.84 |
| TOTAL UNITS | TOTAL | CORE TOTAL | FREIGHT | HANDLING | OTHER | TAX |
| RCVD. BY: _____ | | | | | | PAY THIS AMOUNT \$ 24795.84 |

WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM

22145

001221

| | | | | | |
|-----------------------|---------------------|---|-------------|---|--|
| Vigilant Video | | Lehr Auto Electric 4707 Northgate Blvd. Sacramento, California 95834 (P) 916-646-6626 (F) 916-646-6656 | |  | |
| Attention: | Novato Police | Date | 12/15/2011 | | |
| Project Name: | Novato/Marin County | Quote Number: | J-S-0006-07 | | |

PROJECT QUOTATION

We at Lehr Auto Electric are pleased to quote the following systems for the above referenced project:

| Qty | Model # | Description |
|-----|---------------------------------|--|
| (1) | Mobile LPR SYS-1 CDMC4PA2233 | CarDetector - DSP Based Mobile LPR 4-Camera System Software Includes: <ul style="list-style-type: none"> Includes CarDetector software application, MDC Viewer application & OCR engines Includes Camera control package, Hot-List Management & reporting capabilities CarDetector Mobile LPR Software Version 5.0 Hardware Includes: <ul style="list-style-type: none"> Includes solid state 4-channel DSP Unit (No Moving Parts) System Shall have Single Point Power Connection w/ SAE certified Wiring Harness Permanent SAE rated wiring harness (Direct To battery) Field Installed Garmin GPS Receiver Includes Qty=2 Combination IR / Color LPR Camera - 25mm Lens Package Includes Qty=2 Combination IR / Color LPR Camera - 35mm Lens Package |
| (1) | TRNG-CDMS | Vigilant Video's End User Staff Training for CarDetector Mobile System & LEARN <ul style="list-style-type: none"> Vigilant Video certified technician to visit site for up to 4 hours Training to include set up, configuration and demonstration of all product features |
| (1) | DSP Kit | Dsp Kit with min-star kit |
| (2) | Install LAbor | Install ALPR 4 camera System |
| (1) | tax | TAX @ 8.75 |
| (1) | 3 Year Warranty | 3 year hardware warranty |
| (2) | Mounting bracket TBD | Mounting bracket for light bar TBD |

NOTES:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Central compute resource hardware sold separately unless explicitly stated above.
3. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
4. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
5. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
6. Start Up and Training services are exclusive of travel costs - Cost to be borne BY OTHERS.
7. Two (2) year warranty on all hardware components / Ninety (90) days warranty on all software components.
8. Compatibility with Vigilant Video hardware/software to be confirmed prior to sale.
9. Compliance to local codes neither guaranteed nor implied.
10. Software is manufactured under strict Vigilant Video standard.
11. All orders subject to credit acceptance by Vigilant Video management.
12. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
13. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Jim Stommel Phone: 916-646-6626 Email: jim@lehrauto.com

| | |
|---|--------------------|
| Total Price (Excluding sales tax): | \$24,788.21 |
| Accepted By: | Date: P.O. # |

LEHR AUTO

Electric & Emergency Equipment

* * C H A R G E * *
NET 30/10TH PROX

4707 Northgate Blvd.
Sacramento, CA. 95834
Parts Dept. 916-646-6626
Service Dept 916-646-6636
Fax 916-646-6656
WILL CALL

* I N V O I C E *

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NOVATO CA 94945

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NOVATO POLICE DEPT
909 MACHIN AVE
NOVATO CA 94945

7/12/2012

8:24:30

| Part Number | Order | Ship | B/O | Description | Unit | Net | TE | Value |
|-------------------------------------|-------|------|-----|-----------------|------|--------------------|----|----------|
| VV CDMC4PA2233 | 1 | 1 | | 4 CAMERA KIT | | 14850.00Y | | 14850.00 |
| VV CDMC43HWWE | 1 | 1 | | 3 YEAR WARRANTY | | 1668.00Y | | 1668.00 |
| VV DSP KIT | 1 | 1 | | DSP KIT | | 4000.00Y | | 4000.00 |
| MS BRACKETS | 2 | 2 | | MISCELLANEOUS | | 165.00Y | | 330.00 |
| LA L | 2 | 2 | | LABOR CHARGE | | 650.00Y | | 1300.00 |
| VV SSU-34-COM | 2 | 2 | | START UP | | 980.00Y | | 1960.00 |
| VIN #2FABP7BV3BX113778 UNIT #35 AND | | | | | | | | |
| VIN #2FABP7BV1BX113777 UNIT #25 | | | | | | | | |
| INSTALL LPR SYSTEMS | | | | | | | | |

CITY OF NOVATO A/P APPROVAL

Amount to Pay:

Account #:

282-2941-421-7172

PC/Agreement #:

Proj. #

Dept. Approval:

Date:

Date:

Budget Approval:

Date:

Tax Rate 8.00

| | | | | | | |
|-------------|------------|------------|---------|----------|-------|---------|
| 9 | 24108.00 | | | | | 1824.64 |
| TOTAL UNITS | PART TOTAL | CORE TOTAL | FREIGHT | HANDLING | OTHER | TAX |

WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM

RCVD.
BY:

NP349

PAY THIS
AMOUNT

\$

25932.64

22147

001223

DELIVER TO / ADDRESS

909 Macinn Ave

DEPT.

Police

DIV.

Operations

DATE OF REQUEST

10/29/11

REQUESTOR'S NAME

Berg

PHONE EXT.

7003

REQUEST NUMBER

20372

CITY OF NOVATO PURCHASE REQUEST

DO NOT WRITE IN SHADED AREAS (PURCHASING ONLY)

LENE AUTO

4707 NORTGATE BLVD

SACRAMENTO, CA

95834

CONTACT

STEVE ANNE

PHONE #

916-267-5547

INITIAL CONTACT MADE

YES

NO

VENDOR

NO

YES

VENDOR NO.

CONFIRM TO

PHONE NO.

ORDER DATE

SHIP VIA

DESCRIPTION

ACCOUNT NO.

EST. UNIT COST

ACTUAL COST

EXTENSION

SCHEDULED DELIVERY

ITEM

QUANTITY

UNIT OF MEASURE

DESCRIPTION

ACCOUNT NO.

EST. UNIT COST

ACTUAL COST

EXTENSION

1 1

Vigilant Video A.L.P.R. 4 Camera

System w/ 2nd Digital Processor

(SEE ATTACHED QUOTE)

For Specific Details

101-0000-222-2001

282-2941-421-7172

22148

\$24,788.21

FORM INSTRUCTIONS

1. TYPE OR PRINT CLEARLY

2. LIST QUANTITIES AND UNITS

3. DESCRIBE ITEMS REQUESTED

4. INDICATE DESIRED DELIVERY DATE.

5. STATE SUGGESTED VENDOR NAME IF KNOWN

6. PROVIDE ESTIMATED COST AND SPECIFICATIONS IF APPLICABLE

CERTIFICATION DEPARTMENT HEAD OR AUTHORIZED PERSON CERTIFIES THAT THE ARTICLES REQUESTED ARE NECESSARY TO CONDUCT PROPERLY THE ACTIVITIES OF THE CITY AND THAT FUNDS HAVE BEEN APPROPRIATED FOR THIS EXPENDITURE. THIS DOCUMENT MAY BE USED AS A PURCHASE ORDER ONLY WHEN SIGNED BY THE PURCHASING AGENT.

APPROVALS

DEPT. HEAD X
OR AUTHORIZED PERSON

10/29/11

DATE

PURCHASING AGENT

1-512

DATE

BUDGET APPROVAL X

1/4/2012

PURCHASING

PO#

ok to proceed

Vigilant Video

Law Enforcement Product Software Site License Agreement

This Vigilant Video Software Site License Agreement (the "Agreement") is made and entered into as this 19th Day of JUNE, 2012 (the "Effective Date") by and between **Vigilant Video Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Video") and NOVATO POLICE DEPT., a law enforcement agency or other governmental agency, having its principal place of business at 909 MACHIN AVE., NOVATO, CA ("Licensee")

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

WHEREAS, Licensee desires to license from Vigilant Video the Software Product(s) (as defined below) for itself and Affiliates (as defined below);

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

Definitions:

"Affiliate(s)" means any employee, contractor, or volunteer who is affiliated with Licensee or is authorized by Licensee or is controlled by or under control of Licensee and who may also utilize the Software Product(s) (as defined below).

"Effective Date" means the day this Agreement has been fully executed by duly authorized representatives of both parties, or Vigilant Video has supplied Licensee with six (6) Camera License Keys (CLKs), whichever is later.

"Software Product(s)" means Vigilant Video's Law Enforcement & Security family of software product(s) including CarDetector Mobile LPR Edition, CarDetector Fixed LPR Edition, Law Enforcement Archival & Reporting Network (LEARN) server, Smartphone Mobile Companion and other software applications considered by Vigilant Video to be applicable for the benefit of law enforcement agencies.

"Site License" means a non-exclusive, non-transferable, limited term license to install and operate Software Product(s) on to any applicable media without quantity limitation within the Licensee's facility for an initial period of one (1) year.

"Subscription" means an annual renewal of the Site License held by any Licensee who is in compliance with the terms and conditions of this Agreement.

Vigilant Video

Warranty and Disclaimer:

Vigilant Video warrants that Software Product(s) manufactured by Vigilant Video will be free from "significant" defects during Site License and/or Subscription period then in effect ("Warranty Period"). Significant defects are those which impede function of the main delivery modules of Software Product(s). This warranty does not include products not manufactured by Vigilant Video. Vigilant Video's obligation to repair or replace any defective Software Product(s) during the Warranty Period shall be Licensee's exclusive remedy. Vigilant Video 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 Video's negligence or intentional misconduct. Vigilant Video disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except those set forth in Exhibit A and Vigilant's project quotation. In no event shall Vigilant Video be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

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 the Licensee that Licensee's users are instructed to only utilize the interface to the licensed software at times when it is safe to do so. Vigilant Video is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

Products and Services:

Upon receipt of payment or purchase order of Site License, Vigilant Video will deliver or make available to the Licensee the Software Product(s). Updates, patches and bug fixes of the Software Product(s) will be made available to the Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant Video will make available throughout the active license period e-mail and fax support to an administrator and support contacts designated by the Licensee, known as Licensee "Technical Support Agents." Under the Site License or Subscription agreement, Affiliates of the Licensee must channel all questions related to the Software Product(s) through the Technical Support Agent(s), the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at <http://www.vigilantvideo.com> or sending an email to support@vigilantvideo.com.

Software Support, Warranty and Maintenance:

Use of the software by the Licensee constitutes acceptance of Vigilant Video's Software Support, Warranty, and Maintenance Terms and Conditions, attached hereto as Exhibit A.

Contract Term and Structure:

A fully executed and valid Site License will entitle the Licensee to use of the Software Product(s) any time throughout the active period of this ongoing Site License Agreement, in which to set up and install the software product(s) on an unlimited number of media centers within the Licensee's agency. As the Licensee installs

Vigilant Video

Subscription Fee:

Each Site License has a Subscription fee due approximately thirty (30) days prior to the expiration of the Site License. The annual Subscription fee: 1) enables the Software Product(s) to remain operational for a successive twelve (12) month period; 2) is considered active participation of this Site License Agreement; 3) entitles the Licensee to replacement CLK's; and 4) ensures users have access to the latest software versions and associated equipment driver software to allow the Software Product(s) installations to remain current and enable the best possible performance. It is noted that an entity once licensed by the Site License agreement can only utilize active software licensing via the annual subscription license offering.

The annual Subscription fee is based on the number of current Vigilant Video issued CLK's at the time of subscription fee invoicing, and considered by Vigilant Video as being "in use" during the annual period by the entity in question. A schedule of annual Subscription Fees is shown below:

| Law Enforcement Product Family Annual Subscription Fee Schedule | | | | |
|--|--------|--|---|-------------------------------------|
| | Tier 1 | \$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's) | Subscription Fee <i>Maximum</i> \$15,750 | License <i>Maximum</i> 60 CLK's |
| | Tier 2 | \$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's) | Subscription Fee <i>Maximum</i> \$45,000 | License <i>Maximum</i> 180 CLK's |
| | Tier 3 | \$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's) | Subscription Fee <i>Maximum</i> \$87,750 | License <i>Maximum</i> 300 CLK's |
| | Jumbo | \$2,500 Base Fee + \$300 X (# of CLK's Issued above and beyond the first 5 CLK's) | Subscription Fee Maximum \$210,000 | License Maximum 700 CLK's |

Please Note: Each Tier's Base Fee includes initial 5 CLK's.

Approximately Ninety (90) days prior to the annual license renewal date, Vigilant Video will provide the Licensee an invoice for the next year's Subscription fee. Payment of the Subscription fee is due thirty (30) days prior to the renewal date. All Fee(s) are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant Video's net income) and Licensee agrees to pay any such tax.

Advanced Subscription Fee Payments:

Vigilant Video will accept advanced subscription fee payments on a case by case basis. In such event where advanced subscription fees are made to Vigilant Video, the licensee shall designate at time of payment if advanced payment(s) are: 1) to be considered a general credit toward future fees or 2) to be applied toward fees applicable to specific camera unit 'Systems' operated by the Licensee.

General credit advanced payments to Vigilant Video shall be applied in full to each subsequent Subscription Fee invoice until the balance of the credits are reduced to a zero balance. System based advanced credits shall be applied to subsequent Subscription Fees in the amount that entitles the Licensee continued operation of the

Vigilant Video

Neither party may not assign this Agreement without prior written consent of the other party. Any attempted assignment without consent shall be void.

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.

Complete Agreement:

This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. The provisions of any Licensee's purchase order and terms of Vigilant Video's project quotation(s) are also included in this agreement as if copied in full. In the event of conflict the terms of this Agreement shall control.

Relationship:

The relationship created hereby is that of Vigilant Video and Licensee. 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.

No Rights in Third Parties:

This agreement is entered into for the sole benefit of Vigilant Video and the Licensee and, where permitted above, 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.

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.

Severability:

Vigilant Video

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

Manufacturer: Vigilant Video, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: VP, Sales and Marketing

Date: _____

Signature: _____

Signature: _____

Title: _____

Enforcement Agency: NOVATO POLICE DEPT.

Authorized Agent: JOSEPH M. KREINS

Title: POLICE CHIEF

Date: 6/14/12

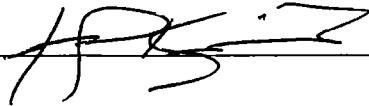
Signature: 

Exhibit A: Vigilant Video Software Support Warranty & Maintenance Terms and Conditions

EXHIBIT A

Vigilant Video

Software

Warranty



2. Standard Support and Maintenance

Standard installation support and maintenance in most cases will be included free of additional charge for 3 months (post initial start up) with the purchase of new licenses of Vigilant Video products. All Vigilant Video Site License holders will continue to enjoy this support and maintenance program throughout the active life of the Vigilant Video site license agreement. Non-Site License Vigilant Video clients may acquire Software and support maintenance by a licensee purchasing an extended software maintenance warranty on an annual basis.

2.1. Level 1 support consists of:

2.1.1. Access to the Vigilant Video website for software downloads including patches and bug fixes that will be maintained throughout the useful life of the Vigilant Video products and associated utilities. This website will provide:

2.1.1.1. Instructions on how to select, download, and install patches and fixes.

2.1.1.2. A list, by date of issuance, of upgrades, patches and fixes.

2.1.2. Customers providing email addresses on their orders will be automatically added to Vigilant Video's notification service.

2.2. Level 2 support is usually provided by the Customer's system administrators, applicable Vigilant Video authorized resellers or representatives having more in-depth knowledge of the system and capable of troubleshooting and making appropriate system changes to an extent beyond simple downloading and installation of new software elements. An on-line interface (external network connection to the internet) is required in order to facilitate Level 2 support staff to escalate requests to Level 3. Prior to contacting Vigilant Video for support, Licensee will use commercially reasonable efforts to conduct a due diligence investigation of the problem in an attempt to confirm that the licensee use of the software is not responsible for such problem.

2.3. Level 3 support will be provided by the Vigilant Video Engineering team. As Level 2 support exists and is established for a particular licensee, requests must escalate via a Level 2 support team member if Level 3 support is to be later requested. In order to receive Level 3 support an external internet connection must be made available such that support tools such as gotomeeting.com can be utilized by Vigilant Video support personnel. The Level 3 support team will review and coordinate successful resolution of all support requests and communicate findings and solutions directly to the Customer as is deemed proper and necessary by Vigilant Video.

2.4. Level 3 support is available 0900 to 1700 pacific time, (USA) Monday through Friday. Availability of Vigilant Video's support service will correspond with Vigilant Video's United States holiday schedule.

2.5. In addition to the above, Licensees covered under a Vigilant Video, this support and maintenance agreement (e.g., initial warranty, extended warranty or site license agreement) will receive:

2.5.1. Vigilant Video's good-faith efforts to correct errors in program codes and procedural documents supplied with the Software where such errors are brought to Vigilant Video's attention during the term of coverage;

2.5.2. Vigilant Video designated standard Software functionality enhancements and improvements and new releases of the Software;

2.5.3. Appropriate documentation and/or Updates with each Software release enhancements and improvements and new versions of the Software, if such documentation and/or Updates and media have been prepared by Vigilant Video with respect to Software release enhancements or improvements or new versions;

Vigilant Video

4.4. This Maintenance and Warranty Agreement shall automatically terminate upon termination of the license(s) or rights to use the Software under any such Agreement.

5. Maintenance Charges and Fees

5.1. The Customer shall pay to Vigilant Video the license fees and Maintenance Support Fees in the amounts as stated in the Vigilant Video's proposal which has been executed by the licensee or otherwise validated by a licensee purchase order or written promise to provide payment.?

6. Miscellaneous Terms

6.1. IN NO EVENT WILL VIGILANT VIDEO BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Vigilant Video and Customer agree that the limitations specified above and otherwise in this agreement will survive and apply even if any limited remedy provided in this agreement is found to have failed of its essential purpose.

6.2. Vigilant Video shall not be liable for any loss, penalty, damages or be held for breach or failure to perform any aspect of this Agreement when the failure to perform is due in whole or in part to causes outside of Vigilant Video's reasonable control, including, but not limited to, acts of nature, acts or omissions of Customer, judicial action, acts of civil or military authority, war, terrorist activity, sabotage, civil unrest, shortages of energy, raw materials, labor, or equipment, delays in transportation, or acts of God.

Vigilant Video

LEARN-NVLS
National LPR Database
Security Document

Managed / Hosted Solution
For Law Enforcement Use Only

LEARN

Law Enforcement Archival Reporting Network

NVLS

National Vehicle Location Service

Preface:

Vigilant Video is a technology company that specializes in providing advanced video content analysis algorithms and data distribution networks. As the use of License Plate Recognition (LPR) technology has grown within the United States, this technology has proven itself to be an invaluable asset to law enforcement. Due to the rapid proliferation of this technology, a strong and growing need exists to share LPR scan data between law enforcement agencies. Specifically for this reason, Vigilant Video has developed an answer to that need – LEARN-NVLS.

The LEARN-NVLS database server is the key component that makes LPR data sharing possible for the typical Law Enforcement Agency (LEA). LEARN-NVLS allows for LEA access to the United States' largest LPR database wherein as of August 2010 over 260,000,000 vehicle location data records reside with a continued addition of over 20,000,000 new LPR data records each month. This server remains protected from the public and requires a bona fide LEA and/or valid ORI code for access.

Vigilant Video offers a hosted and managed LPR data center solution to all of its LEA LPR technology customers via the LEARN-NVLS LPR database server. This includes access and use to its Law Enforcement Archival Reporting Network (LEARN) LPR server application. The LEARN-NVLS server has quickly established a national footprint of top tier LEA users. The public safety impact of LEARN-NVLS uniting LEAs across the country within a common LPR data sharing framework should not be underestimated.

Within the context of maintaining a centrally managed server to house valuable law enforcement data in conjunction with protecting the public from those that choose to do harm unto others, it is imperative the highest measures of security and reliability are implemented. This document outlines the measures taken and infrastructure established to ensure that LEA customers have a highly secure and reliable data hosting option for their LPR system management and storage. Through the trusted guarantees of the hosting provider, Verio, and the trend setting standards of Cisco Systems Inc., the integrity and security of the LEARN-NVLS National LPR Database server system are assured.

The aim of this document is to describe various aspects of the Vigilant Video National LEARN-NVLS LPR database server in the hopes that your understanding and involvement will accelerate the value of this endeavor to the LEA community.

About our Hosting Partner:

Verio has been chosen to host the LEARN-NVLS server for many reasons, not least of which it is chosen by many unnamed Federal and Fortune 500 companies. Their commitment to reliability is exceptional and their facilities are state-of-the-art, providing the perfect environment to house the LEARN-NVLS server system.

Verio is the recognized industry leader in delivering online business solutions to SMBs worldwide. Distributed through its network of OEM channel partners, Verio's solutions provide web hosting, application hosting and SaaS applications that enable SMBs to drive online success.

Incorporated in 1996, the company launched a successful public offering in 1998. This IPO set the stage for a series of acquisitions of rapidly growing hosting and Internet companies which resulted in Verio emerging as the preeminent provider of web hosting services worldwide. In 2000, the company became a wholly owned subsidiary of NTT Communications, one of the largest companies in the world and supports its operations through NTT's highly reliable and scalable Global IP Network. Through this network, customers and partners can extend their global reach with access to business solutions around the globe and in more than 200 countries.

Today, Verio leverages its financial strength and stability to support its growing customer base, extend its product leadership and expand its global footprint for partners worldwide.

World Class Support Staff:

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- | | |
|--|--|
| ➤ Certified Information System Security Professional (CISSP) | ➤ Sun Certified System Administrator (SCSA) |
| ➤ Cisco Certified Network Associate (CCNA) | ➤ Microsoft Certified Systems Administrator (MCSA) |
| ➤ Cisco Certified Internetwork Expert (CCIE) | ➤ Alteon Certified Administrator |
| ➤ Cisco Certified Design Professional (CCDP) | ➤ Solaris 8 System Administrator |
| ➤ Cisco Certified Network Professional (CCNP) | ➤ Microsoft Certified Systems Engineer (MCSE) |
| ➤ Cisco Certified Design Associate (CCDA) | ➤ Red Hat Certified Engineer (RHCE) |
| ➤ CompTIA A+, CompTIA i-Net+, CompTIA Security+ | ➤ Microsoft Certified Professional (MCP) |

Data Facility Accreditations:

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant Video's commitment to providing a top-tier hosting facility. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

To maintain leadership and renown in the industry, the data center hosting company remains affiliated with and participates in the IEC [International Engineering Consortium], ASNP [Association of Storage Networking Professionals], CSI [Computer Security Institute], IEEE [Institute of Electrical and Electronics Engineers, Inc.], CompTIA [The Computing Technology Industry Association], IETF [Internet Engineering Task Force], and the ASTD [American Society for Training and Development].

Data Facility Features:

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

The LEARN-NVLS datacenter facility physically residing in the state of Virginia is strategically located within immediate response of Verio's top facilities support staff headquartered in Washington DC, one of the most security-conscious regions of the country. Vigilant Video selected this location to further enhance its commitment of providing peace of mind and stability to end user LEA customers, making Verio the perfect fit for hosting the LEARN-NVLS server system.

Data Center:

With years of experience in managing thousands of LPR cameras connected to a single data server, Vigilant Video has taken great care to develop a data distribution architecture required for centralized data repository success. The data being stored and the interfaces offered via LEARN-NVLS prove great value to LEAs nationwide. To date the LEARN-NVLS design (and commercially available use) has proven unmatched to overcoming the challenges inherent to advanced LPR technology. This is largely due to the system's versatility and ease of user integration.

The layout of the LEARN-NVLS data center is unique in that it embraces the strengths of application distribution and load decentralization to allow for the work of LEARN-NVLS to be split across multiple servers. The software is designed to be extensible between many coordinating servers making LEARN-NVLS scalable to accommodate an infinite number of users. The server hardware architecture and components have been selected to ensure redundancy. Each of these attributes are woven to form a safe, secure, and reliable LPR data center with minimal hardware failure, system downtime, and data storage risk.

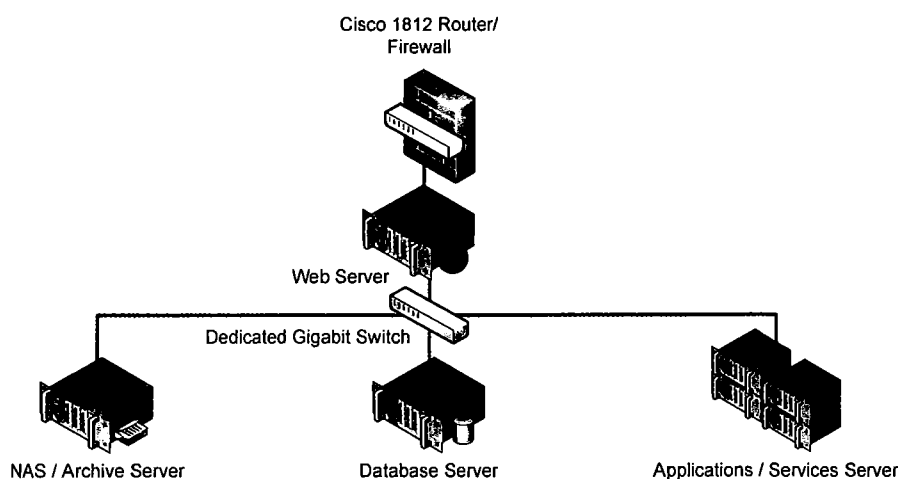
Scalability

The LEARN-NVLS system was created with scalability as a top priority. With performance measures and rigorous testing, the LEARN-NVLS software is capable of scaling in excess of 100,000 LPR cameras with 50,000 simultaneous user connections. Using stateless web sessions, dedicated services for intra-system disk tasks, Microsoft Message Queue [MSMQ] for intra-system communication, and the powerful MS SQL

Server database for records management, the LEARN-NVLS LPR data server is engineered to efficiently meet the expectations of a rapidly expanding user base with minimal production changes. Currently, the LEARN-NVLS system is distributed across 4 servers:

- Web Server
- Database Server
- Applications Server
- NAS Archive Server

The system architecture is as follows:



With the web server managing the end user interfaces, the database server managing the data, the applications server managing the communication between the file systems and message queues, and the archive server managing the redundant backups, the system functions smoothly and efficiently for the current user base.

As the LEARN-NVLS enterprise system grows, servers may readily be added to support an increasing number of users and LPR peripherals. Adding web server(s) with round-robin load-balancing routers provides additional resources allocated to manage countless concurrent connections. Additional application servers may be dedicated to resource-intensive tasks therefore maintaining user expected performance. The flexibility of SQL Server allows a myriad of solutions addressing improved system performance - including dedicated SAN's, RAM drives for high traffic tables, and database clustering for load distribution.

With such distributable architecture, Vigilant Video's LPR clients are guaranteed LEARN-NVLS enterprise system use to remain scalable and flexible as the market demands of LPR technology grows. These services are offered to all Vigilant Video LEA clients that elect to utilize the LEARN-NVLS managed / hosted solution.

Security:

Due to the growing concerns within the public safety sector surrounding aggregated LPR data, strict access to the LEARN-NVLS data servers is not only required but commanded. To address this challenge,

implementation of sophisticated hardware/software based intrusion protection has been deployed within the LEARN-NVLS data center under the strict guidelines set forth by the National Security Association (NSA).

While Verio provides the physical security, Vigilant Video has installed and configured a solid network intrusion prevention appliance provided by Cisco Systems Inc., as well as ensured that the configuration of the Microsoft systems meet the strict guidelines requisite of a top tier law enforcement system. The net result is reduced risk (on all levels) of malicious intrusion and misuse.

The network is secured by a Cisco 1812/K9 router that provides professional grade protection to the peripherals on the network. Amongst others, the Cisco IOS firewall firmware is compliant with PCI, HIPAA, and SOX IT governance requirements. The Cisco IOS firmware is also configured with Intrusion Protection Services that offers deep packet inspection on all incoming traffic. For more information, resources can be found at: www.cisco.com

The Windows environment has been built to adhere to the Windows Server 2003 Security Guide developed in conjunction with the NSA to establish best practices. The NSA website states:

The Special Security - Limited Functionality (SSLF) settings in Microsoft's Windows Server 2003 Security Guide track closely with the security level historically represented in the NSA guidelines. It is our belief that this guide establishes the latest best practices for securing the product and recommend that traditional customers of our security recommendations use the Microsoft guide when securing Windows Server 2003.

http://www.nsa.gov/ia/guidance/security_configuration_guides/operating_systems/microsoft_windows.shtml

With security and safety at the forefront of Vigilant Video's concerns in establishing and supporting a National LPR Initiative, leading edge systems and industry tested configurations have been employed to create an environment fit to support state-of-the-art License Plate Recognition Enterprise Server, LEARN, dedicated to the exclusive use of law enforcement.

Additionally, an auditing system has been implemented to trace at every level of data interaction. Should the event of misuse occur within the system, LEAs are assured all activity can be traced to a time, place, and source location.

Reliability:

Vigilant Video places imperative priority on supporting and maintaining data center integrity. Employing Verio's hosting standards for redundancy and wide failover safeguards ensure minimum system downtime. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN-NVLS system and clients. Coupled with redundant power supplies and 24x7 emergency support by Vigilant Video, the LEARN-NVLS LPR database server system guarantees no less than 99% uptime of the LEARN and NVLS website applications.

Disclaimer: Verio, via Verio and the Verio logo are registered trademarks and/or service marks of Verio Inc. in the United States and other countries. All other names are trademarks or registered marks of their respective owners. References provided by <http://www.verio.com>.

Summary of Points Covered

The LEARN-NVLS National LPR Data Repository is a safe and secure solution for hosting Law Enforcement Agency LPR data for many reasons. Some of the following points below highlight the credibility and security measures taken by Vigilant Video to ensure the success of the LEARN-NVLS LPR data hosting program for Law Enforcement Agencies only:

- The LEARN-NVLS data center is located in the state of Virginia
- Verio is the elected hosting company
- The data center is certified SAS70 Type II and ISO9001:2008
- Data server access is limited to Verio, Vigilant Video, and qualifying ORI coded LEA customers
- Verified compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II
- LEARN-NVLS LPR database server system guarantees no less than 99% uptime
- The network is secured by a Cisco 1812/K9 router
- LEARN-NVLS was designed for an excess of 100,000 LPR cameras / 50,000 simultaneous connections
- The LEARN-NVLS database stores over 260,000,000 records with 20,000,000 records added monthly
- The server offers redundant power supplies and 24x7 emergency support
- Redundant disk arrays offer a virtual guarantee against data loss or corruption
- Onsite System Administrators and Engineers - 24 X 7 Monitoring and Operational Support
- The Cisco IOS is configured with Intrusion Protection that offers deep packet inspection on all traffic
- Server configuration follows strict guidelines set forth by the National Security Association (NSA)

Please feel free to share this information with the other team members including any of the LEAs within your area. It is our hope that this paper has provided a quick and concise understanding of the system offered to law enforcement agencies across the United States, the Nation's 1st LPR database repository.

To: Captain Berg
From: Valerie Pistole, Assistant City Attorney
Date: January 30, 2012
Re: Comments to Vigilant Video Software Site License Agreement

- Page 1
Site users
Designated Facility
What is
the 3*
1. Who will be using the software? The employees, contractors or volunteers who will be using the software should be approved upfront by Vigilant Video since Vigilant has 'sole discretion' to approve the users. [Page1]
 2. Is the definition of "Software Products" a complete list of what you need for this project? [Page 1] Yes
 3. Which facility is the "designated facility" for the license? [Page 1] All LEARN server applications and data is located in Virginia inside a level one FBI audited Data Hosting facility.
 4. If the department's exclusive remedy for problems with the software the repair or replacement of the software, will that remedy be sufficient if the department has problems? The remedy will not include the cost of labor for the removal or reinstallation of the software under the paragraph on Warranty and Disclaimer. Should a client make changes to their PC and MDC and new software must be loaded on it than this cost is not covered by Vigilant Video and shall be addressed by the client. Additionally, should the client add or make changes to their PC or MDC that results in a corruption or loss of the VV software the cost associated to reinstalling or correcting said problem is not the responsibility of Vigilant Video and shall be addressed by the end user. [Page 3] All Software issue that arise on the Hosted Server are managed by Vigilant Video
 5. What are the charges that you will incur if you need a Software Product to be delivered on physical media? [Page 3] **None**
 6. What response time would you need to have if you have problems with the software? None is specified. All your questions and problems must be channeled through your Technical Support Agents who are the people you designate to be the support contacts. [Page 3] Once Vigilant Video has received a support inquiry, an email response will be sent out within minutes of the support request. There is a general 2 hour response time but depending on the time of day and the day in the week and response may take up to 24 hours. Our regular business hours are Monday to Friday from 8:30am to 5:00pm, pacific standard time.
 7. And don't forget to bookmark www.vigilantvideo.com for easy access to products and services available through Vigilant Video.
 8. My primary concern is that Vigilant is not giving you any warranty that the software is fit for what you need it for. Unsure what this means, will require additional insight and clarification in order to best address this concern. In other words, they have not given you a Warranty of Fitness for your particular purpose. Does the price reflect that you are taking the entire risk that this product will not meet your needs? [Page 3]

9. You are indicating that you are accepting Vigilant's Maintenance Terms and Conditions but I do not know what those terms and conditions are. [Page 3] To be addressed by the department. → *Clarify w/*
10. What is a 'media center within your agency'? How long will the agency take to install the cameras? The license for the cameras [CLK] runs with the license for the software so depending upon when the cameras are installed, the CLK may be less than one year. [Pages 3 and 4] The clock starts from the date of completed installation and acceptance by the end user and not from the date of purchase. Should the client purchase additional system 6 months prior to the annual renewal fee than at the time of renewal all cameras will be counted and a fee will be assessed based upon the amount of camera licenses required.
11. The minimum price per year is \$7,000.00: \$4,500 for the license, which lasts one year and \$2,500. for the subscription which is also one year. While the subscription has a cap on increases each year, the license does not. [Pages 4, 5 and 6] There is a onetime Site License Fee of 4500.00 that is due at time of initial purchase! For every remaining year there is an annual cost schedule of \$500.00 per camera per year. If the client has a total 5 cameras than the minimum \$2500.00 fee has been met and any additional camera shall be billed at the rate of \$500.00 per camera per year.
12. There is no express restriction on Vigilant's ability to assign this contract to another company, which may not be desirable from the department's point of view. [Page 6] Vigilant Video has no plans to hand off any portion of the responsibilities to another company.
13. It is not clear when the license will actually begin. The License begins at the time of installation completion and when the client has signed off and accepted the complete running solution. The agreement provides that the department signs the contract and at some point, Vigilant will contact the department, presumably to begin the installation and before the department has a chance to work out any problems with the software. There is a Software Startup and Commissioning Sheet that is sent to the client prior to any VV technician visit to begin the installation. Once the completed document is returned to VV a date is then agreed upon to start the installation of the software. I would recommend starting the license once the department 'accepts' the software. [Page 6]

AMENDED IN SENATE MARCH 29, 2012

SENATE BILL

No. 1330

Introduced by Senator Simitian

February 23, 2012

An act to add Sections 2413.5 and 2413.7 to the Vehicle Code, relating to vehicles.

LEGISLATIVE COUNSEL'S DIGEST

SB 1330, as amended, Simitian. Vehicles: license plate recognition technology: personal information.

(1) Existing law authorizes the Department of the California Highway Patrol to retain license plate data captured by license plate recognition (LPR) technology for not more than 60 days unless the data is being used as evidence or for the investigation of felonies. Existing law prohibits the department from selling the data or from making the data available to an agency that is not a law enforcement agency or an individual that is not a law enforcement officer.

Existing law authorizes the department to use LPR data for the purpose of locating vehicles or persons reasonably suspected of being involved in the commission of a public offense and requires the department to monitor the internal use of the data to prevent unauthorized use and to submit to the Legislature, as a part of the annual automobile theft report, information on the department's LPR practices and usage.

This bill would apply similar requirements to state and local law enforcement agencies other than the Department of the California Highway Patrol and would require these agencies to comply with ~~all statutory and constitutional requirements~~ and the requirements of these provisions, thereby imposing a state-mandated program by requiring local agencies to perform new duties.

This bill would also apply similar requirements to persons, as defined, who use LPR technology and would additionally require, among other things, disclosure to a law enforcement agency, only pursuant to a search warrant, except as specified. The bill would require a law enforcement agency that obtains data pursuant to the search warrant to notify the person whose information is disclosed that his or her records have been obtained. The bill would authorize a person whose information is sold or disclosed in violation of these provisions to bring a civil action and would entitle the person to recover any and all consequential and incidental damages, including all costs and attorney's fees.

Because the failure to comply with these provisions would constitute an infraction under the Vehicle Code, the bill would also impose a state-mandated local program, by creating a new crime.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 2413.5 is added to the Vehicle Code, to
2 read:
3 2413.5. (a) (1) The Legislature finds and declares that state
4 and local law enforcement agencies, in addition to the Department
5 of the California Highway Patrol, have established vehicle theft
6 prevention, investigation, and apprehension programs. State and
7 local law enforcement agencies assist that department and federal
8 law enforcement agencies by participating in multijurisdictional
9 vehicle theft investigations and by establishing programs to
10 improve the ability of law enforcement to combat vehicle theft.
11 (2) Except as provided in subdivision (c), a state or local law
12 enforcement agency may only use license plate recognition (LPR)
13 technology when its use complies with ~~all statutory and~~

1 ~~constitutional requirements and~~ the requirements of subdivision
2 (b).

3 (b) A state or local law enforcement agency that uses LPR
4 technology shall comply with all of the following:

5 (1) It shall retain license plate data captured by LPR technology
6 for not more than 60 days, except in circumstances when the data
7 is being used as evidence or for all felonies being investigated,
8 including, but not limited to, auto theft, homicides, kidnaping,
9 burglaries, elder and juvenile abductions, Amber Alerts, and Blue
10 Alerts.

11 (2) It shall not sell LPR data for any purpose and it shall not
12 make the data available to an agency or person that is not a law
13 enforcement agency or an individual who is not a law enforcement
14 officer. The data may be used by a law enforcement agency only
15 for purposes of locating vehicles or persons when either ~~are~~ *is*
16 reasonably suspected of being involved in the commission of a
17 public offense.

18 (3) It shall monitor the internal use of LPR data to prevent its
19 unauthorized use.

20 (4) It shall adopt a privacy policy to ensure that personally
21 identifiable information is not unlawfully disclosed.

22 (5) It shall conspicuously post the privacy policy on the agency's
23 Internet Web site.

24 (6) It shall report annually its LPR practices and usage, including
25 the number of LPR data disclosures, a record of the agencies to
26 which data was disclosed and for what purpose, and any changes
27 in policy that affect privacy concerns to the state or local agency
28 that governs the law enforcement agency.

29 (c) This section applies to all state and local law enforcement
30 agencies, other than the Department of the California Highway
31 Patrol, which is subject to Section 2413.

32 SEC. 2. Section 2413.7 is added to the Vehicle Code, to read:

33 2413.7. (a) A person, other than a state and local law
34 enforcement agency, shall comply with ~~all statutory and~~
35 ~~constitutional requirements and~~ subdivision (b) when using license
36 plate recognition (LPR) technology. As used in this section, a
37 "person" has the same meaning as defined in Section 470.

38 (b) A person who uses LPR technology shall comply with all
39 of the following:

1 (1) The person shall retain license plate data captured by LPR
2 technology for not more than 60 days.

3 (2) The person shall not sell LPR data for any purpose and shall
4 not make the data available to an agency or person that is not a
5 law enforcement agency or an individual who is not a law
6 enforcement officer.

7 (3) ~~The~~ *Except as provided in subparagraph (4), the person*
8 shall make data available to a law enforcement agency only
9 pursuant to a search warrant. Absent a provision in the search
10 warrant to the contrary, the law enforcement agency shall
11 immediately, but in any event within ~~not less~~ *no more* than five
12 days, notify the person whose information has been disclosed that
13 his or her records have been obtained and shall provide that person
14 with a copy of the search warrant and the identity of the law
15 enforcement agency or law enforcement officer to whom the
16 records were provided.

17 (4) The person shall allow a peace officer, as defined in Section
18 830.1 or 830.2 of the Penal Code, when conducting a criminal or
19 traffic collision investigation, to obtain personally identifiable
20 information of a person if the officer has good cause to believe
21 that a delay in obtaining this information by seeking a search
22 warrant would cause an adverse result as defined in paragraph (2)
23 of subdivision (a) of Section 1524.2 of the Penal Code.

24 (5) The person shall monitor the internal use of LPR data to
25 prevent its unauthorized use.

26 (6) The person shall adopt a privacy policy to ensure that
27 personally identifiable information is not unlawfully disclosed.

28 (7) The person shall conspicuously post the privacy policy on
29 its Internet Web site.

30 (8) The person shall report annually its LPR practices and usage,
31 including the number of LPR data disclosures, a record of the law
32 enforcement agencies or peace officers to which data was disclosed
33 and for what purpose, and any changes in policy that affect privacy
34 concerns to the Department of Justice.

35 (c) A person whose information is sold or disclosed in violation
36 of this section may bring a civil action and shall be entitled to
37 recover any and all consequential and incidental damages,
38 including all costs and attorney's fees.

39 SEC. 3. No reimbursement is required by this act pursuant to
40 Section 6 of Article XIII B of the California Constitution for certain

1 costs that may be incurred by a local agency or school district
2 because, in that regard, this act creates a new crime or infraction,
3 eliminates a crime or infraction, or changes the penalty for a crime
4 or infraction, within the meaning of Section 17556 of the
5 Government Code, or changes the definition of a crime within the
6 meaning of Section 6 of Article XIII B of the California
7 Constitution.

8 However, if the Commission on State Mandates determines that
9 this act contains other costs mandated by the state, reimbursement
10 to local agencies and school districts for those costs shall be made
11 pursuant to Part 7 (commencing with Section 17500) of Division
12 4 of Title 2 of the Government Code.

O

MEMORANDUM



DATE: December 29, 2011

TO: Joseph M. Kreins, Chief of Police

FROM: James Berg, Captain, Operations Division

Novato Police Department
909 Machin Avenue
Novato, CA 94945
(415) 897-4361
FAX (415) 898-5344
www.ci.novato.ca.us

Joseph M. Kreins
Chief of Police

SUBJECT: Recommendations for Purchase of Vigilant Video ALPR

On November 9, 2010, the Novato City Council passed Resolution No. 81-10, accepting a State Cops Grant of approximately \$100,000. As part of the Resolution, the police department identified a number of items to be purchased from those funds. This included Automatic License Plate Reader (ALPR) systems.

The department put together a committee to research and test potential ALPR systems. The committee members included Sgt. Jay Demksi, Sgt. Sasha D'Amico, Sgt. Sophie Winter, Officer Chris Jacob and Officer Nick Conrad. The potential vendors identified by the committee included:

PIPS (Federal Signal)
Vigilant Video
ELSAG
Genetec
PlateScan
Motorola

In March 2011, the police department issued an RFQ to the above listed vendors. All vendors, with the exception of Motorola, submitted proposals. The committee members reviewed the proposals and based on a variety of reasons narrowed the potential vendors to PIPS and Vigilant Video. Please see Sgt. Demski's memorandums for details of their review. Additionally, I personally had lengthy conversations with the representatives of the various vendors at both the COPS West and the FBINAA conferences. Based on the information learned during these meetings, I am also supportive of the committee's recommendation to narrow the potential vendors to PIPS and Vigilant Video.

During the months of September and October 2011, the department was provided with "test" units from the two vendors. At the conclusion of each testing period Sgt. Demski provided an overview memorandum of each product. The "pros/cons" of each product were detailed in the memorandums. (See attached).

On November 10, 2011, Sergeant Demski submitted a memorandum indicating that the committee's final recommendation is the Vigilant Video system. In addition to the superior functionality of the Vigilant Video system, another contributing reason for the committee's recommendation is the fact that the Marin County Sheriff's office already has an active Vigilant Video ALPR unit on the vehicle assigned to the County Auto Theft Investigator, Detective Jerrod Kansanback. The County has offered to allow Novato PD to utilize their existing ALPR server. This will provide significant

hardware savings to Novato PD that would not be realized with other vendors. In addition, it will provide for a more robust database that will be the basis of a common ALPR system in the County. That value cannot be underestimated. The ability for officers and detectives to data mine ALPR databases has solved numerous serious crimes across the nation. It is believed that a common ALPR database used throughout Marin County will aid in local investigations.

During our review and testing of the various ALPR systems we were informed that Detective Jerrod Kansanback had submitted a request to purchase three ALPR systems as part of the most recent State Homeland Security Grant Program. The request was to provide an ALPR system to San Rafael Police, Novato Police and an additional unit to Marin County SO. The ALPR vendor identified in Det. Kansanback's proposal was Vigilant Video. On September 23, 2011, the funding committee approved the ALPR proposal. The grant provided a 4-camera system for each agency. The caveat to the grant was that the ALPR system had to be Vigilant Video as the County's server is already designed for that vendor. It would be too cost prohibitive to incorporate another vendor within the existing server.

On December 1, 2011, I received notification from Detective Kansanback that the State had approved the funding of the three ALPR systems. On December 15, 2011, representatives of Marin County SO, San Rafael PD, Novato PD and Vigilant Video met to discuss the ALPR systems. A variety of topics were discussed, including the fact that the grant funded systems cannot be purchased until mid January, 2012. It was agreed that further discussions will take place regarding Marin County SO hosting the server and all the data, or allowing Vigilant Video to host the server and database information at no additional cost to any of the agencies.

When the State Cops Grant Resolution was presented to City Council in November, 2010, the intent of staff was to purchase two 4-camera systems. All of the proposals from the various vendors were for two 4-camera systems. With the approval of the State Homeland Security Grant it is only necessary to purchase one 4-camera system, thus saving State COPS monies for other projects. Further discussions with the representatives of Vigilant Video led to the following recommendation: Purchase one 4-camera Vigilant Video system, but include a second digital signal processor. This will allow the department to split the 4-camera system into two 2-camera systems. The State Homeland Security Grant will provide for another 4-camera system. That will be installed as a 4-camera system, thus complying with the State Homeland Security Grant. With this recommendation Novato PD will have a total of three patrol vehicles with ALPR systems, one 4-camera system and two 2-camera systems.

Attached you will find a quote for the purchase of the State Cops grant funded Vigilant Video system. This quote includes the second processor and the installation costs. Because this is funded through Novato PD's State Cops grant it is not necessary to wait until mid-January, 2012.

| | | | | | |
|-----------------------|---------------------|---|-------------|---|--|
| Vigilant Video | | Lehr Auto Electric 4707 Northgate Blvd. Sacramento, California 95834 (P) 916-646-6626 (F) 916-646-6656 | |  | |
| Attention: | Novato Police | Date: | 12/15/2011 | | |
| Project Name: | Novato/Marin County | Quote Number: | J-S-0006-07 | | |

PROJECT QUOTATION

We at Lehr Auto Electric are pleased to quote the following systems for the above referenced project:

| Qty | Model # | Description |
|-----|--|--|
| (1) | Mobile LPR SYS-1 CDMC4PA2233 | CarDetector - DSP Based Mobile LPR 4-Camera System Software Includes: <ul style="list-style-type: none"> Includes CarDetector software application, MDC Viewer application & OCR engines Includes Camera control package, Hot-List Management & reporting capabilities CarDetector Mobile LPR Software Version 5.0 Hardware Includes: <ul style="list-style-type: none"> Includes solid state 4-channel DSP Unit (No Moving Parts) System Shall have Single Point Power Connection w/ SAE certified Wiring Harness Permanent SAE rated wiring harness (Direct To battery) Field Installed Garmin GPS Receiver Includes Qty=2 Combination IR / Color LPR Camera - 25mm Lens Package Includes Qty=2 Combination IR / Color LPR Camera - 35mm Lens Package |
| (1) | TRNG-CDMS | Vigilant Video's End User Staff Training for CarDetector Mobile System & LEARN <ul style="list-style-type: none"> Vigilant Video certified technician to visit site for up to 4 hours Training to include set up, configuration and demonstration of all product features |
| (1) | DSP Kit | Dsp Kit with min-star kit |
| (2) | Install Labor | Install ALPR 4 camera System |
| (1) | tax | TAX @ 8.75 |
| (1) | 3 Year Warranty | 3 year hardware warranty |
| (2) | Mounting bracket TBD | Mounting bracket for light bar TBD |

NOTES:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Central compute resource hardware sold separately unless explicitly stated above.
- Complete system to be delivered within 30 days of AOR (After Receipt of Order).
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
- Start Up and Training services are exclusive of travel costs - Cost to be borne BY OTHERS.
- Two (2) year warranty on all hardware components / Ninety (90) days warranty on all software components.
- Compatibility with Vigilant Video hardware/software to be confirmed prior to sale.
- Compliance to local codes neither guaranteed nor implied.
- Software is manufactured under strict Vigilant Video standard.
- All orders subject to credit acceptance by Vigilant Video management.
- This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
- This Quote does not include anything outside the above stated bill of materials.

Quoted by: **Jim Stommel** Phone: **916-646-6626** Email: **jim@lehrauto.com**

| | |
|---|--------------------------|
| Total Price (Excluding sales tax): | \$24,788.21 |
| Accepted By: | Date: _____ P.O. # _____ |

| | | | | | |
|-----------------------|---------------------|---|-------------|---|--|
| Vigilant Video | | Lehr Auto Electric 4707 Northgate Blvd. Sacramento, California 95834 (P) 916-646-6626 (F) 916-646-6656 | |  | |
| Attention: | Novato Police | Date | 12/15/2011 | | |
| Project Name: | Novato/Marin County | Quote Number: | J-S-0006-07 | | |

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| (1) | TRNG-CDMS | Vigilant Video's End User Staff Training for CarDetector Mobile System & LEARN <ul style="list-style-type: none"> Vigilant Video certified technician to visit site for up to 4 hours Training to include set up, configuration and demonstration of all product features |
| (1) | DSP Kit | Dsp Kit with min-star kit |
| (2) | Install Labor | Install ALPR 4 camera System |
| (1) | tax | TAX @ 8.75 |
| (1) | 3 Year Warranty | 3 year hardware warranty |
| (2) | Mounting bracket TBD | Mounting bracket for light bar TBD |

NOTES:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Central compute resource hardware sold separately unless explicitly stated above.
3. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
4. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
5. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
6. Start Up and Training services are exclusive of travel costs - Cost to be borne BY OTHERS.
7. Two (2) year warranty on all hardware components / Ninety (90) days warranty on all software components.
8. Compatibility with Vigilant Video hardware/software to be confirmed prior to sale.
9. Compliance to local codes neither guaranteed nor implied.
10. Software is manufactured under strict Vigilant Video standard.
11. All orders subject to credit acceptance by Vigilant Video management.
12. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
13. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Jim Stommel Phone: 916-646-6626 Email: jim@lehrauto.com

| | |
|---|--------------------|
| Total Price (Excluding sales tax): | \$24,788.21 |
| Accepted By: | Date: P.O. # |

90, MACHIN A25

| | |
|-------|------------|
| DEPT. | Police |
| DIV. | OPERATIONS |

DATE OF REQUEST
10/29/11

REQUESTOR'S NAME
BERG

PHONE EXT. 7003

REQUEST NUMBER
- 20372

CITY OF NOVATO PURCHASE REQUEST

DO NOT WRITE IN SHADED AREAS (PURCHASING ONLY)

DATE NEEDED. / /

**SUGGESTED
VENDOR**

LEHR AUTO
4707 NORTHGATE BLVD
SACRAMENTO, CA 95834

CONTACT STEVE HODAR
PHONE # 916-267-5547 YES ☒
INITIAL CONTACT MADE

VENDOR

VENDOR NO.

CONFIRM TO

PHONE NO.

ORDER DATE

SHIRAZIA

SCHEDULED DELIVERY

| ITEM | QUANTITY | UNIT OF MEASURE | DESCRIPTION | ACCOUNT NO. | EST. UNIT COST | ACTUAL COST | EXTENSION |
|------|----------|-----------------|--|---------------------------------|----------------|-------------|-----------|
| 1 | 1 | | VIGILANT VIDEO A.L.P.R 4 CAMERA SYSTEM W/ 2ND DIGITAL PROCESSOR (SEE ATTACHED QUOTE) FOR SPECIFIC DETAILS | STATE COPS 101-0000-222.2021 | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | \$24,788. ²¹ | | | |
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FORM INSTRUCTIONS

1. TYPE OR PRINT CLEARLY 3. DESCRIBE ITEMS REQUESTED 5. STATE SUGGESTED VENDOR NAME IF KNOWN
2. LIST QUANTITIES AND UNITS 4. INDICATE DESIRED DELIVERY DATE. 6. PROVIDE ESTIMATED COST AND SPECIFICATIONS IF APPLICABLE

CERTIFICATION DEPARTMENT HEAD OR AUTHORIZED PERSON CERTIFIES THAT THE ARTICLES REQUESTED ARE NECESSARY TO CONDUCT PROPERLY THE ACTIVITIES OF THE CIT AND THAT FUNDS HAVE BEEN APPROPRIATED FOR THIS EXPENDITURE. THIS DOCUMENT MAY BE USED AS A PURCHASE ORDER ONLY WHEN SIGNED BY THE PURCHASING AGENT

APPROVALS

DEPT HEAD X
OR AUTHORIZED PERSON

BUDGET APPROVAL X

22175

PURCHASING

DATE _____

PURCHASING AGENT

PO#

DA

LEHR AUTO

Electric & Emergency Equipment

* * C H A R G E * *

NET 30/10TH PROX

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O
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D

T
O

NOVATO POLICE DEPT
909 MACHIN AVE
NOVATO CA 94945

4707 Northgate Blvd.
Sacramento, CA. 95834
Parts Dept. 916-646-6626
Service Dept 916-646-6636
Fax 916-646-6656
WILL CALL

* I N V O I C E *

Page 1

Inv # 01 072321
P/O # 20372

Ord# 81492

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7/12/2012

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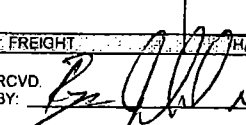
NOVATO POLICE DEPT
909 MACHIN AVE
NOVATO CA 94945

| Part Number | Order | Ship | B/O | Description | Unit | Net | TE | Value |
|-------------------------------------|-------|------|-----|-----------------|------|-----------|----|----------|
| VV CDMC4PA2233 | 1 | 1 | | 4 CAMERA KIT | | 14850.00Y | | 14850.00 |
| VV CDMC43HWWE | 1 | 1 | | 3 YEAR WARRANTY | | 1668.00Y | | 1668.00 |
| VV DSP KIT | 1 | 1 | | DSP KIT | | 4000.00Y | | 4000.00 |
| MS BRACKETS | 2 | 2 | | MISCELLANEOUS | | 165.00Y | | 330.00 |
| LA L | 2 | 2 | | LABOR CHARGE | | 650.00Y | | 1300.00 |
| VV SSU-34-COM | 2 | 2 | | START UP | | 980.00Y | | 1960.00 |
| VIN #2FABP7BV3BX113778 UNIT #35 AND | | | | | | | | |
| VIN #2FABP7BV1BX113777 UNIT #25 | | | | | | | | |
| INSTALL LPR SYSTEMS | | | | | | | | |

JIM,
Should this invoice be
charged to STATE COPS also?
as was the CARD reader.
Installation was?

282-2941-401-7171
A

Tax Rate 8.00

| | | | | | | |
|--|------------|------------|---------|----------|-------|-----------------------------|
| 9 | 24108.00 | | | | | 1824.64 |
| TOTAL UNITS | PART TOTAL | CORE TOTAL | FREIGHT | HANDLING | OTHER | TAX |
| RCVD BY:  NP349 | | | | | | PAY THIS AMOUNT \$ 25932.64 |

WWW.LEHRAUTO.COM

SALES@LEHRAUTO.COM

22176

001252

MEMORANDUM

DATE: March 7th, 2012

TO: J. McCarthy, Lieutenant, Patrol Bureau

FROM: J. Demski, Sergeant, Patrol Bureau, Squad C

SUBJECT: ALPR Training Plan for Patrol



Novato Police Department
909 Machin Avenue
Novato, CA 94945
(415) 897-4361
FAX (415) 898-5344
www.ci.novato.ca.us

Joseph M. Kreins
Chief of Police

Prior to system use by patrol officers, ALPR training will be completed. This will occur at patrol shift briefings and will be conducted by members of the ALPR Team. The ALPR training plan for patrol consists of the following:

1. NPD ALPR Powerpoint presentation – system overview, key points, operational knowledge, report writing considerations
2. Hands-on demonstration of equipment following the above presentation
3. Opportunity to ask presenter questions

Additionally, Patrol Officers will be instructed to contact an ALPR Team member directly should they have any future questions or concerns. Subsequent to briefing trainings, additional necessary ongoing training (new hires, etc.) will be conducted one-on-one with one of the ALPR Team members.

Department.

James Berg

From: Steve Adair [steve@LEHRAUTO.com]
Sent: Tuesday, February 21, 2012 2:03 PM
To: James Berg
Subject: RE: Comments to Vigilant Video License

Capt Berg,

I am sitting next to Randy right now. He said "he will waive the 4500 user site license fee" because this is a Marin county purchase (grant).
The only ongoing cost for the department will be 500 per camera per year after the first year from start up and commissioning.

Thank you,

Steve Adair
Lehr Auto Electric & Emergency Equipment
Pursuit North
Fleet Sales Manager
4707 Northgate Blvd
Sacramento, CA 95834
Toll free 800.982.8468 ext 17
Cell 916.267.5547
Fax: 916.646.6656
steve@lehrauto.com
www.lehrauto.com

"Delivered as Promised"

From: James Berg [mailto:jberg@novato.org]
Sent: Tuesday, February 21, 2012 1:54 PM
To: Steve Adair
Subject: RE: Comments to Vigilant Video License

Thank you Steve.

Can you confirm under #11 that we are being charged the site license fee. It was my understanding that it was waived as part of the agreement that the County of Marin had with Vigilant Video on the Homeland Security grant that they were awarded (that is not this purchase). I believe that Randy said he would honor the waiver of the site license fee on this purchase, which is not funded by the Homeland Security Grant.

From: Steve Adair [steve@LEHRAUTO.com]
Sent: Tuesday, February 21, 2012 11:21 AM
To: James Berg
Subject: RE: Comments to Vigilant Video License

James Berg,

Are the answers to the questions the department had.

22178

001254

"Delivered as Promised"

From: James Berg [<mailto:jberg@novato.org>]
Sent: Wednesday, February 15, 2012 12:26 PM
To: steve@LEHRAUTO.com; randy@vigilantvideo.com
Subject: RE: Comments to Vigilant Vidio License

Hello Steve and Randy,
I wanted to confirm that you got my email from the 7th.

Capt. Berg

From: James Berg
Sent: Tuesday, February 07, 2012 1:48 PM
To: steve@LEHRAUTO.com; randy@vigilantvideo.com
Subject: FW: Comments to Vigilant Vidio License

Hello Steve and Randy,
I apologize for not getting back to you sooner. I had knee surgery and I am still at home recuperating. I will be out for another 4 weeks or so. Attached to this email you will see the comments from our City Attorney regarding the license agreement. As opposed to me trying to "rephrase" her questions I am just going to forward to you directly the questions. Would you be so kind as to provide me with responses to the questions. Some of the answers may be obvious, but whatever you can do to provide a response would be greatly appreciated.

Capt. Jim Berg

From: Valerie Pistole [vpistole@walterpistole.com]
Sent: Monday, January 30, 2012 4:52 PM
To: James Berg
Subject: Comments to Vigilant Vidio License

Dear Captain Berg:

Attached please find my comments to the License Agreement. Please feel free to call me with any questions that you have.

Valerie Pistole
Walter and Pistole
Attorneys at Law
670 W. Napa St., Suite F
Sonoma, CA 95476
(707) 996-9690
(707) 996-9603 (fax)
vpistole@walterpistole.com

From: Jay Demski <jdemski@novato.org>
To: Steve Adair <steve@LEHRAUTO.com>
Sent: Wed, Feb 22, 2012 01:11:36 GMT+00:00
Subject: NPD ALPR

Howdy...what's the latest with the equipment we ordered (purchase order # 20372). I heard it might have been delivered already? Thx
JD

Sergeant J. Demski
Novato Police Department
jdemski@novato.org

909 Machin Ave
Novato CA 94945

415.897.4361 (main)
415.898.5344 (fax)

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James Berg

From: James Berg
Sent: Monday, January 09, 2012 7:31 PM
To: Steve Adair
Cc: Joseph Kreins; David Jeffries; John Mccarthy; Keith Heiden; Jay Demski; Sophia Winter; Sasha D'Amico; Christopher Jacob; Nicholas Conrad
Subject: RE: Vigilant Video Quote

Hello Steve,

I have received final approval for the purchase of the ALPR units as described in your quote. The Purchase Order Number is 20372. Please move forward with the ordering and subsequent installation of these units. In the meantime I would like to discuss with you and the Vigilant Video representative the possibility of the data being stored and maintained by Vigilant Video. Are there any existing contracts with regards to this?

We will be working on identifying the vehicles we want these units installed on.

Captain Jim Berg
Operations Division
Novato Police Department
909 Machin Avenue
Novato, Ca 94945
415-899-7003
jberg@novato.org

From: Steve Adair [<mailto:steve@LEHRAUTO.com>]
Sent: Friday, December 16, 2011 3:22 PM
To: James Berg
Subject: FW: Vigilant Video Quote

Cpt. Berg,

Just wanted to make sure that you are aware that the Tax has been included on this Kit. At the bottom of the quote it states Tax excluded..... I have added in the Tax @8.75%.


If you have any other questions please feel free to give me a call

Thank you,

Steve Adair
Lehr Auto Electric & Emergency Equipment
Pursuit North
Fleet Sales Manager
4707 Northgate Blvd
Sacramento, CA 95834
Toll free 800.982.8468 ext 17
Cell 916.267.5547
Fax: 916.646.6656

MEMORANDUM

DATE: November 10th, 2011

TO: J. Berg, Captain, Operations Division 

FROM: J. Demski, Sergeant, Patrol Bureau, Squad C

SUBJECT: ALPR Recommendation – Vigilant Video



Novato Police Department
909 Machin Avenue
Novato, CA 94945
(415) 897-4361
FAX (415) 898-5344
www.ci.novato.ca.us

Joseph M. Kreins
Chief of Police

The ALPR project team has researched automated license plate reader technology, and reviewed ALPR system quotes from Vigilant Video, PIPS (Federal Signal), ELSAG, and Genetec. Furthermore, Officer Jacob contacted Mill Valley PD (Detective Ryan Smith) and the Marin County Sheriff's Office (Deputy Jerrod Kansanback) for in-person demonstrations of the capabilities of their ALPR systems (PIPS, Vigilant). In April 2011, the Novato Police Department issued a request for quotation to the above listed companies regarding their respective ALPR systems. The Novato Police Department received quotations from all of the listed companies. (Motorola was also provided with the request for quotation inquiry, but did not respond.)

The ALPR project team thoroughly reviewed the submitted quotations. Field testing of the Vigilant Video system and the Federal Signal PIPS system was conducted by Patrol in September and October of 2011. Field test result summaries for each system are attached.

After careful consideration of the features and benefits of each system with respect to system quality, ease of use, warranty/support, and pricing, and consideration of the results of Patrol's field testing, the ALPR Project Team recommends Vigilant Video as the vendor that best meets the Department's needs as outlined in the request for quotation.

Three separate quotations for Vigilant Video's system from different installation vendors (Lehr Auto Electric, Emergency Vehicle Solutions, and Wattco) were received. The quotes from Lehr Auto Electric and Emergency Vehicle Solutions were received in response to our RFQ. The Wattco quote was sent to the Marin County Sheriff's Department in January 2010 (MCSO eventually selected this vendor for their ALPR purchase). As Vigilant Video is primarily a software company, they do not install required system hardware themselves; their systems are installed through these local vendors.

In summary, the ALPR project team has identified the following in support of the recommendation to proceed with the Vigilant Video ALPR system:

- Vigilant Video specializes in software development. They are the only ALPR company selected by the FBI to create a database to hold the ALPR data collections nationwide within NCIC. This database can be securely accessed utilizing Vigilant's National Vehicle Location Service via internet connection. The FBI approved Vigilant as the ALPR company allowed to exist within the Law Enforcement Agency (LEA) community (OR # VANVS005V) for the

purpose of providing vehicle location information to LEA's. Further, the National Vehicle Location Service is delivered in conjunction with the National Vehicle Service to LEA's via the NLETS messaging system. The LPR data delivered as part of the National Vehicle Location Service web portal comes from a nationwide LPR data repository managed by Vigilant Video containing both public and privately gathered LPR data.

- Vigilant Video develops their own software for ALPR which gives them the ability to fix any software issues themselves. They are a local company, based in Livermore, which provides them the ability for quick response in the event that technical assistance is needed.

- Vigilant Video cameras are not as small as PIPS but from demonstrations of several ALPR systems, the MCSO Auto Theft Task Force found Vigilant's accuracy rate to be higher. According to Deputy Kansanback, with information he collected from MCSO trials and assistance from Richmond PD SONCATT (Sonoma County Auto Theft task Force), ACRATT (Alameda County task force, HIDTA (federal task force) and CHP, MCSO chose Vigilant. He conducted a side by side test through the City of Richmond and County of Marin and from his demonstrations of several ALPR systems he found Vigilant's accuracy to be higher. He advised that both PIPS and Vigilant accuracy were very high, however, he found Vigilant's camera's were capable of capturing more plates at higher speeds and from greater distances.

- Vigilant Video has better customer service and technical support due to company representatives being located in the bay area, allowing them to respond to Marin without extended travel times. MCSO found that because both Vigilant and their hardware vendors are local, better and quicker responses to problems and software fixes are noted. However, PIPS offers support via remote access if needed.

- It is anticipated that the Novato Police Department (NPD) will share the MCSO server and site license agreement with Vigilant Video. This affords the Department significant cost savings (in the thousands of dollars) without any sacrifice of system performance or data storage capability. Furthermore, Deputy Kansanback has stated that his command staff have assured us that NPD will be able to use and store plate information on their server at no cost. With regards to any downstream server repair costs, he said that MCSO and San Rafael PD would also be on the server so any costs would likely be divided three ways.

- In the event that NPD does share the MCSO ALPR server, NPD will be hosted as an independent entity and user, only accessed by members of NPD. NPD will choose which information is shared with MCSO. Richmond PD also uses Vigilant Video and their license plate information can be accessed.

- Reference checks with other out-of-county agencies were very positive. Livermore PD, and Bakersfield PD both indicated their satisfaction with the Vigilant system, and with the vendor and product support and upgrades they received when needed. MCSO also indicated a high degree of satisfaction with the Vigilant system, according to Deputy Kansanback.

Additionally, it is noted that MCSO (contact Deputy Kansanback) is also pursuing grant funding for additional Vigilant systems to be installed with various Marin County agencies. Capt. Jeffries met with Deputy Kansanback on 05/27/11 to discuss this effort. Adoption of the Vigilant

System would be consistent with what the MCSO is utilizing with the Auto Theft Task Force currently, as well as with regards to future system expansion within our county.

The approximate initial acquisition and installation costs for (2) four camera systems as quoted by each company responding to the request for quote were as follows:

| | |
|-----------------------|---|
| Vigilant (Lehr quote) | \$34,340 (no add'l server cost – utilize MCSO server) |
| Elsag | \$35,900 |
| Federal PIPS | \$42,235 |
| Genetec | \$43,473 (plus additional \$3-\$5K for required server) |
| PlateScan | \$49,039 |

Ongoing usage/maintenance/extended warranty costs reported by each vendor were in the \$4K - \$7K range. For Vigilant, ongoing maintenance costs are \$500/year per camera, (\$4K/year for (2) 4-camera systems).

Vigilant Video, as a software only company, uses a contract manufacturer who builds the Condor hardware based on the exact specifications of Vigilant Video's engineering guidelines. The same is true for the cameras and the wiring harness.

Vigilant Video warrants both the system hardware and software, as the hardware installation vendor is a registered partner with Vigilant. Thus, Vigilant warrants the entire system.

Vigilant Video does not sell any information to third parties. Any information sharing decisions are left up to the system purchaser. The option to 'share' can be to just Novato, Marin County, CA law enforcement only, or any level of law enforcement. When Novato chooses the 'hosted' server option, the same information share option exists.

Finally, on November 2nd 2011, Deputy Kansanback was recontacted for an update with regards to his efforts on ALPR grant purchases through Homeland Security funding. He confirmed that MCSO and San Rafael PD are staying with Vigilant Video, that NPD will be able to tie into the existing MCSO server system, that NPD will not be subject to licensing fees, and that NPD will be eligible for an additional ALPR system (Vigilant), at no cost to NPD, through his upcoming grant purchase. Additionally, Deputy Kansanback indicated that he is also in discussion with the Twin Cities Police Authority with regards to deployment of the Vigilant ALPR system at their agency.

Pending Department approval, the team will next contact the vendor representing Vigilant Video (Lehr Automotive) to obtain updated specific information regarding price, any associated on-going costs or savings, and warranties. This next step would take approximately 10-15 days. It is anticipated that the project team will then further negotiate with the chosen vendor to obtain the best possible purchase outcome for the Department prior to final approval for purchase and installation. All coordination of system installation and training, and policy development (through Lexipol) for department approval will be handled by the ALPR team.