

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 19-032

**APPROVING AN AGREEMENT WITH GTS TECHNOLOGY SOLUTIONS, INC. FOR THE
INSTALLATION OF AUTOMATIC LICENSE PLATE READER TECHNOLOGY FOR THE
MOBILITY AUTHORITY'S HABITUAL VIOLATOR PROGRAM**

WHEREAS, by Resolution No. 18-049 dated September 26, 2018, the Board of Directors amended the Mobility Authority Toll Policy Code to include the additional level of habitual violator enforcement as prescribed by Chapter 372, Texas Transportation Code; and

WHEREAS, Mobility Authority staff have identified automated license plate reader technology as a key component to support the Authority's habitual violator enforcement goals; and

WHEREAS, the Executive Director has negotiated a scope of work for the installation of automated license plate reader technology on Mobility Authority facilities based on the quote received from GTS Technology Solutions, Inc. which are attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, GTS Technology Solutions, Inc. currently provides services to the State of Texas through Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3652; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565, the Mobility Authority may use the DIR contract with GTS Technology Solutions, Inc. for the installation of automated license plate reader technology without the need to seek competitive bids; and

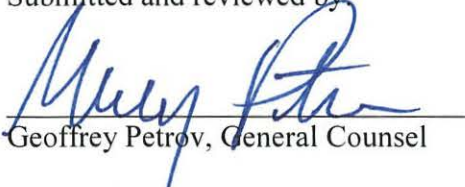
WHEREAS, the Executive Director recommends entering into an agreement with GTS Technology Solutions, Inc. for the installation of automatic license plate reader technology in an amount not to exceed \$404,526.48 through their DIR contract.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the scope of work and quote from GTS Technology Solutions, Inc. for the installation of automated license plate reader technology which are attached hereto as Exhibit A and Exhibit B, respectively; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to enter into an agreement with GTS Technology Solutions, Inc. in an amount not to exceed \$404,526.48 through their contract with the Department of Information Resources for the installation of automatic license plate reader technology in support of the Mobility Authority's habitual violator enforcement program.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June 2019.

Submitted and reviewed by:


Geoffrey Petrov, General Counsel

Approved:


Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

CTRMA

Fixed LPR Project

Provided by GTS Technology Solutions

In partnership with



05/17/2019



2385 Oak Grove Parkway
Little Elm, TX 75068
Ph: (972) 292-3993
www.tsmtexas.com

SOW #	TIS-GTS-CTRMA-05172019
PROJECT	CTRMA Fixed LPR Project
CLIENT	GTS
CONTACT	Jordan Hector
EMAIL	Jordan.Hector@gts-ts.com
PHONE	512.784.2843

STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work (SOW) covers the equipment and services to be provided by Trinity Innovative Solutions, LLC. (TIS) for the CTRMA Fixed LPR Project.

All parties mutually agree that TIS has the experience, expertise, and capacity to deliver all equipment and services detailed in this SOW.

II. PURPOSE

TIS understands that the purpose of this project is to deploy multiple Vigilant Reaper fixed LPR cameras for the purpose of capturing license plates and alerting law enforcement to the passage of vehicles that are listed as having excessive toll violations or other criminal wants and/or warrants.

This document will identify the following:

- A. The equipment and services to be supplied by TIS as defined in this SOW.
- B. The proposed timeframe for equipment and services to be delivered.
- C. Specific items the client will be required provide or address to complete the project.

III. OVERVIEW OF WORK TO BE PERFORMED

TIS will be responsible for performing the following work:

- A. All work to be completed within 7 working days.
- B. Provide an engineering plan for the deployment of the Vigilant fixed LPR solution.
- C. Install and configure 14 Vigilant Reaper fixed LPR cameras. Includes all mounting hardware.
- D. Install and configure 3 edge-of-network LPR processors. Includes installation of 2U computer shelving units.
- E. Termination of cabling at each installation site. NOTE: TIS is not pulling any cable runs.
- F. Connect LPR cameras and edge-of-network processors to client network infrastructure.
- G. Perform complete system testing. This includes:
 - 1. Power up.
 - 2. Network connection verification.

3. Cameras are properly aimed.
4. Cameras are reading plates in a consistent manner.
5. Use test plates to verify system is sending alerts when a positive hit is detected.
6. Other testing as required.

H. On-site System Training.

1. End-user training – unlimited users.
2. System administrator training – up to 5 personnel.
3. Installation and maintenance training for client’s contract services provider – up to 10 personnel.
4. Basic troubleshooting and support ticket process.

IV. EQUIPMENT AND SERVICES LIST

TIS will provide the following equipment and services in support of the CTRMA Fixed LPR Project.

EQUIPMENT

PART NUMBER	DESCRIPTION	QTY
TIS-BRKT-LPR-H-POLEMT	TIS Pole-mount bracket assembly for Vigilant Reaper LPR Cameras	14
TIS-CLC-KIT	TIS Camera Locking Clamp Assembly	14
TiS-COMP-I78700T32G1TB	TIS Edge Processor, i7 quad-core, 32 GB RAM, 1TB SSD, Windows OS	3
SWITCH-10PORT-POE	10-port Industrial, unmanaged PoE Ethernet Switch.	2
COM-CBL-ETH-STP-BLU-2FT	Ethernet patch cable, 2FT, blue.	4
COM-CBL-ETH-STP-BLU-14FT	Ethernet cable, 14FT, blue.	2
CONS-PS-480-24	DIN Rail Mounted Power Supply 480W 24V 20A	2
CONS-POWER-CORD-3FT	Power Cord - NEMA 125V, 3-Prong, black, 3FT.	2
2A-PAN-ARB-2U-SHELF	Shelf, 2U, Rack for NUC	2
PWR-CON-WP-RJ45-COUPLER	RJ45 Connector, waterproof, coupler connector, shielded.	14
MISC-CONSUMABLES-50		4

SERVICES

SVC NUMBER	DESCRIPTION	QTY
SVC-COMP-INSTALL	Installation of NUC Edge-of-Network processor, cable termination, and mounting equipment. Includes configuration and testing.	3
SVC-LPR-INSTALL	Installation of Vigilant Reaper LPR fixed camera, cable termination, and mounting equipment. Includes configuration and testing.	14
VS-SSUSYS-COM	Start-Up and Configuration of Vigilant Hosted system.	14
VS-VSPTRNG	On-Site Solution Training <ul style="list-style-type: none"> • Vigilant End-user training • Vigilant System Admin training • Installation and maintenance training for client support contractor 	1
SVC-TIS-WAMA (Tier 1 Support)	Tier-1 Help Desk Support <ul style="list-style-type: none"> • Phone Support • Email Support • Remote Access Support • RMA Support • We will provide a 1-800 Help Desk Support line based in the U.S. that is answered 24/7/365. • Technical support response (call back/email/remote access) within 2 hours of support ticket being initiated, Mon-Fri, 8am to 5pm. • Technical support response (call back/email/remoted access) within 12 hours of support ticket being initiated on weekends, after hours, and holidays. • We will provide tech support escalation help for issues that cannot be resolved at our level. <p>Does not include on-site or field services.</p>	17
SVC-LPR-PM	TIS Project Management Services	1
SVC-LPR-ENGINEERING	TIS system engineering services.	1

V. CLIENT RESPONSIBILITIES

Client is responsible for the following:

1. Provide any and all required equipment and/or services not specified as being provided by TIS in this SOW. Equipment must be on-site and in good working order.
2. Pulling any required cable runs.
3. Network infrastructure capable of consistent and reliable transmission of LPR data.
4. Bucket truck and operator to support TIS personnel perform installation work.

5. Any required Traffic Control Plans or Maintenance of Traffic Plans.
6. Any required permitting.

VI. OTHER PROVISIONS

If TIS, through no fault of their own, is required to perform services in excess of the allocated 7 working day schedule, the client will be billed at the rate of \$1,000.00 per day.

May 15, 2019

Subject: **Installation of License Plate Recognition (LPR) Cameras at Toll Zones, on the 290 and 183 Roadways for Central Texas Regional Mobility Authority (CTRMA)**

Kapsch TrafficCom USA, Inc. (“Kapsch”) is pleased to offer this proposal to furnish Vigilant Solutions (“Customer”) for the subject project as detailed below in the “Work Included” section, and including referenced attachments.

This proposal and all related materials attached or appended hereto are proprietary and confidential to Kapsch, and submitted solely for the recipient’s internal evaluation purposes. Disclosure to any third parties is prohibited without the express written consent of Kapsch, as described further herein.

1. PRICING AND PAYMENT TERMS

The Kapsch price to provide the materials and services described in the ‘Work Included’ section of this proposal is as follows:

- a. The price quoted is valid for ninety (90) days and subject to Kapsch’s terms and conditions as expressed herein. No other terms and conditions apply unless expressly agreed to in writing by Kapsch.
- b. The above quoted price **does not** include any bonds, taxes, permits or duties that may be applicable to the proposed scope of work. Delivery is FOB site.
- c. All pricing is in US Dollars.
- d. Net 30 days upon receipt of invoice from Kapsch
- e. Payment Terms will be mutually agreed upon prior to contract execution and will be documented in writing

2. WORK INCLUDED

The following section outlines the scope of materials and services (“Scope of Work”) included in this proposal.

A. General

The proposed scope of work is applicable to the following project sites:

- The 183 and 290 roadway facilities of the Central Texas Regional Mobility Authority (CTRMA)

B. Scope Description

The purpose of this Scope of Work ("SOW") document is in reference to the installation of Vigilant License Plate Recognition (LPR) cameras at the Mainline ORT toll zones on the CTRMA 183 and 290 facilities. Kapsch has been requested to perform and support the installation activities of the LPR cameras, in support of Vigilant Solutions.

1. Procure and install no more than 3,000 feet of Belden Cat-6 cable , from the ALPR cameras that will be located in the toll zone to each roadside cabinet, and install in existing conduit(s).
2. Provision of a separate VLAN for the cameras.
3. Assist and support the installation of the new server into existing rack space at the TMC.
4. 14 Cameras total will be installed.
5. Provide for the Maintenance of Traffic (MOT) or lane closures, for the camera installation at the toll zone locations listed below:

- Giles Mainline 290: 8 Cameras
- Park Street Mainline: 6 Cameras

C. Assumptions

1. Assumes a standard 8 hour night for installation activities.
2. Assuming Vigilant Solutions will be onsite and will be providing the Install and setup for the LPR cameras.
3. Assuming Vigilant will setup, configure the LPR Server.
4. Vigilant will be providing all necessary equipment for all installation activities.

3. WORK NOT INCLUDED

The following listing of "Work Not Included" is intended as further clarification regarding Kapsch's proposed offering.

1. Providing service, repair or troubleshooting of any other field related equipment.
2. Excludes the provision of the LPR cameras.
3. Performing any configuration, programming and startup of any related devices unless noted above in the "Work Included" section.
4. Furnishing any hardware or any additional software unless stated otherwise in the "Work Included" section.

5. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
6. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section. Installation of any equipment unless stated otherwise in the Work Included section.
7. Testing of any other devices or systems not listed above in the Work Included section.
8. Any other system not expressly stated in Work Included Section.

4. TERMS AND CONDITIONS

- a) **Terms and Conditions:** This proposal, if accepted by Customer, will form the basis of an Agreement, which shall incorporate this proposal scope letter, the terms and conditions attached hereto.
- b) **Term and Schedule.** The term of this Agreement shall be for a period of twelve (12) months from execution unless otherwise terminated in accordance with the specific terms and conditions of this Agreement. The Agreement may be extended by prior written agreement by the parties. This proposal is predicated upon Kapsch being afforded a reasonable duration to perform its scope of work, and shall be based upon a mutually agreed upon schedule.
- c) **Exchange of Confidential Information is effective** – signed outlined in Attachment 2.

Kapsch appreciates this opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned at 615-509-5880 or by email at don.hicks@kapsch.net).

Yours Truly,
Kapsch TrafficCom USA, Inc.



Don Hicks
Vice President, Sales and Business Development

cc: Peter Aczel, General Manager, Mike Wedgworth, Regional Operations Manager

Acceptance of Scope of Work:

Kapsch TrafficCom USA, Inc.

Vigilant Solutions

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Kapsch TrafficCom USA, Inc. (“Kapsch”)
Standard Terms and Conditions
Vigilant Solutions**

1. **Payment.** Payment terms are Net-30 from receipt of approved invoice. Charges are exclusive of, and Customer is responsible for, any customs, import duties, federal, state, and local taxes (except tax on Kapsch income) unless otherwise agreed in writing. This Agreement may be suspended by Kapsch without notice if payment of any undisputed invoice is sixty (60) days in arrears or it may be terminated by Kapsch without notice if payment of any undisputed invoice is ninety (90) days in arrears.
2. **OWNERSHIP/LICENSE:** Designs, drawings, specifications, reports, computer software and code, photographs, instruction manuals, and other technical information and data (hereinafter "Work") provided by Kapsch hereunder, whether conceived and developed prior to or during the performance of work, and all proprietary right and interest therein and the subject matter thereof shall be and remain the property of Kapsch except as otherwise expressly agreed in writing by Kapsch. Kapsch hereby grants a royalty-free, limited, non-transferable license to Customer to use Work delivered by Kapsch to Customer solely for the purposes specifically expressed hereunder. Customer warrants that it is an authorized licensee directly or indirectly, of any intellectual property that will be supported under this Agreement.
3. **Confidentiality/Non-Disclosure.** Client acknowledges and agrees that all materials in any form supplied by Kapsch hereunder, including this proposal letter, are proprietary and confidential to Kapsch (“Kapsch Materials”). Client may not disclose Kapsch Materials to any third party without the express written permission of Kapsch. Client shall use Kapsch Materials solely for the purposes expressed herein, and shall use the same degree of care to protect Kapsch Matierals as it would employ with respect to its own information that it protects from publication or disclosure, which shall be no less than commercially reasonable care.
4. **Warranty.** Kapsch warrants that it shall provide any services under this Agreement in good faith and workmanlike manner. Kapsch warrants any materials delivered shall conform to applicable specifications for a period of six (6) months after delivery. Upon written notice of a defect, Kapsch shall at its option repair or replace the defective material. This warranty covers defects arising under normal use, and does not cover defects resulting from misuse, abuse, neglect, repairs, alterations or attachments made by Customer or third parties not approved by Kapsch, problems with electrical power, usage not in accordance with product instructions, or any interfaces with systems, equipment, firmware or software not developed by Kapsch. Kapsch reserves the right to investigate claims by Customer as to defects. Customer shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty. Products supplied but not manufactured by Kapsch shall be subject to the warranty provided by the original manufacturer, which Kapsch shall pass through to the Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING

WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

5. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against those liabilities imposed upon the Indemnified Party with respect to all third party claims for loss of or damage to property and injuries to persons, including death, to the extent that such liabilities result from negligence or any willful misconduct of the Indemnifying Party. The foregoing mutual indemnification shall not apply to either parties liability to either parties employees under applicable Worker's Compensation laws. The foregoing indemnification shall not be deemed a waiver of any defense to which either party may be entitled under applicable Worker's Compensation laws. The Indemnified Party shall give prompt notice of any such claim and the Indemnifying Party shall have the right to control and direct the investigation, preparation, action and settlement of each such claim.
6. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, EXCEPTING COMPLIANCE WITH THE CONFIDENTIALITY PROVISIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR ANY LOSS OF DATA, PROFITS OR REVENUES, OR ANY CLAIMS RAISED BY CUSTOMERS OF CUSTOMER, REGARDLESS OF THE FORM OF ACTION (WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR IN TORT) AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. KAPSCH'S LIABILITY IS LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.
7. **Default termination.** If either party fails or neglects to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to suspend or terminate this Agreement.
8. **Assignment.** Neither Party shall assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, such consent shall not be unreasonably withheld. If consent is given, the rights and obligations hereunder shall be binding upon and ensure to the benefit of the assignee.
9. **Insurance.** Kapsch will maintain in force through the entire term of this Agreement, insurance policies covering Workman's Compensation, Employers Liability and Commercial General Liability. Prior to commencement of the work, Kapsch will provide the Customer certificates of insurance. Such certificates shall evidence that the insurance is in effect and show the Customer named as an additional insured.
10. **Force majeure.** Kapsch shall not be responsible for failure to perform any responsibilities or obligations hereunder due to causes beyond its reasonable control or the control of its suppliers.
11. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice designate to the

other. Additionally, Notices sent by any other means (i.e. facsimile, overnight delivery, courier and the like) are acceptable subject to confirmation of both the transmission and receipt of the Notice.

Vigilant Solutions	Kapsch TrafficCom USA, Inc.
	8201 Greensboro Drive, Suite 1002 McLean, VA 22102 Attn: General Counsel

12. **Independent contractor.** It is expressly understood that Kapsch is an independent contractor and that nothing in this Agreement shall be construed to designate Kapsch or any of Kapsch's principals, partners, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of Customer.
13. **Laws and safety.** All services performed hereunder shall comply with all applicable federal, state or provincial and local laws, regulations and orders, codes, including, without limitation, all relating to occupational health and safety.
14. **Disputes and Governing Law.** Each Party shall issue written notice to the other of any dispute hereunder within ten (10) days of when it becomes aware, or should have become aware, of the matter or source of dispute. Upon receipt of such notice, the Parties' executive management teams shall work together in good faith to negotiate a resolution. If the Parties cannot reach a resolution that is mutually agreeable within thirty (30) days subsequent to receipt of such notice, the aggrieved Party shall have the right to seek legal resolution within the court system. The Parties may at this time also agree to pursue resolution of the disputed subject matter through binding arbitration. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions.
15. **Entire agreement.** No waiver, change, or modification of any term or condition of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire agreement between the parties with respect to the subject of this Agreement and supersede those of all previous formal and informal maintenance agreements between the parties with respect to after-sale support of Kapsch systems.
16. **Survival.** The parties' obligations under the Confidentiality, Warranty, Indemnity, Limitation of Liability, Ownership, Disputes and Governing Law provisions hereunder shall survive completion, delivery or any termination hereof.



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 201____ by and between **Vigilant Solutions, LLC**, a Delaware company, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and _____, a commercial entity, having its principal place of business at _____ ("Customer").

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

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

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

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

I. Definitions:

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

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Software Products" means Vigilant's Software Suite including CarDetector, LEARN, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, and other software applications considered by Vigilant to be applicable for the benefit of security practices.

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

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

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

"Users" refers to individuals who are agents of the Customer and who are authorized by the Customer to access LEARN on behalf of Customer through login credentials provided by Customer.



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

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

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

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

II. Enterprise License Grant; Duplication and Distribution Rights:

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

III. Term; Termination.

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

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

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Customer. If Vigilant’s termination notice is based on an alleged breach by Customer, then Customer shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Customer’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Customer has not reasonably cured the described breach of this Agreement, Customer shall



immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Customer's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

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

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

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

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

V. Software Support, Warranty and Maintenance.

Customer will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Customer at no additional charge, although charges may be assessed if the Software Product is requested



to be delivered on physical media. Vigilant will provide Software Products support to Customer's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

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

VII. Ownership of Software.

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

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

VIII. Data Sharing.

If Customer is a generator of LPR Data, Customer at its option may share its LPR Data with Law Enforcement Agencies who contract with Vigilant to access LEARN. Vigilant will not share any LPR Data generated by the Customer without the permission of the Customer.

IX. Ownership of LPR Data.

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

XI. Data Retention.

LPR Data is governed by the Customer's retention policy. LPR Data that reaches its expiration date will be deleted from LEARN.



XII. Account Access.

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

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

XIII. Service Package, Fees and Payment Provisions.

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

Service Package - Basic LPR Service Package:

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

B. Service Fee. Payment of each Service Fee entitles Customer to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Customer in the upcoming Service Period. A schedule of annual Service Fees is shown below:

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

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

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payment on a case by case basis for Customers who wish to lock in the Service Fee rates for subsequent periods at the rates currently



in effect, as listed in the table above. If Customer makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Customer continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zerobalance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Customer notice of the proposed increase on or before the date that Vigilant invoices Customer for the upcoming Service Period.

XIV. Miscellaneous.

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

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

C. Assignment. Neither Vigilant Solutions nor Customer is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

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

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



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

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

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

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

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

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

<p>Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551</p>	<p>Customer: Attn: _____ Address: _____ _____</p>
---	--



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



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

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Customer: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

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

Enterprise License Agreement Holder			
Company Name:			
Company Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

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

sales@vigilantsolutions.com

1-925-398-2079

Exhibit B



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0041234
Date: 5/22/2019
Delivery Date:
Expire Date: 6/21/2019
Customer ID: TXNEWC120001
Sales Contact: Jeremy Kling

QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Jordan Hector

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	MOBILE LPR SYS-1: Mobile LPR 3-Camera Reaper High-Definition System (Expandable to 4 Cams)	DIR-TSO-3652	1.00	EACH	\$14,735.25	\$14,735.25
2	K-U-R-TAHOE-06-SET: LPR Camera Mounting Kit for 2006-14 Tahoe Roof	DIR-TSO-3652	3.00	EACH	\$949.05	\$2,847.15
3	VS-RE-MOB-CASE: Reaper System Mobility Carrying Case	DIR-TSO-3652	1.00	EACH	\$999.00	\$999.00
4	CABLE-PWR-CIG-M: Mobile Cigarette Power Cable	DIR-TSO-3652	1.00	EACH	\$455.10	\$455.10
5	VSBCSVC-03: Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	DIR-TSO-3652	1.00	EACH	\$1,332.00	\$1,332.00
6	VSPK1SVC-03: Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments	DIR-TSO-3652	1.00	EACH	\$549.45	\$549.45
7	SSU-SYS-COM: Vigilant System Start Up & Commissioning of 'In Field' LPR system	DIR-TSO-3652	1.00	EACH	\$225.00	\$225.00
8	VS-SHP-01: VIGILANT SHIPPING & HANDLING CHARGES	NON CONTRACT	1.00	EACH	\$0.00	\$0.00
9	VS-SSUSYS-COM: Startup & Commission "Hardware" - (Mobile per system, Fixed per camera)	DIR-TSO-3652	1.00	EACH	\$743.75	\$743.75
10	SVC-LPR-INSTALL: LPR Installation Services	DIR-TSO-3652	1.00	EACH	\$1,020.00	\$1,020.00
11	TRVL: Travel and Expenses	DIR-TSO-3652	1.00	EACH	\$745.00	\$745.00
12	VSF-100-RXD: ReaperXD Fixed LPR Camera System	DIR-TSO-3652	14.00	EACH	\$9,984.45	\$139,782.30
13	VS-CLIENTPORTAL-H: Client Portal Account	NON CONTRACT	1.00	EACH	\$0.00	\$0.00
14	TAS-UL: Target Alert Service - LPR Alert Delivery Software - Unlimited User	NON CONTRACT	1.00	EACH	\$0.00	\$0.00
15	CDFS-4HWW: Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5	DIR-TSO-3652	14.00	EACH	\$2,497.50	\$34,965.00
16	VSBCSVC-02: Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	DIR-TSO-3652	5.00	EACH	\$7,076.25	\$35,381.25
17	TIS-BRKT-LPR-H-POLEMT: TIS Traffic Pole Mounting Bracket. Mounts on top of horizontal traffic arm.	DIR-TSO-3652	14.00	EACH	\$113.57	\$1,589.98



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0041234
Date: 5/22/2019
Delivery Date:
Expire Date: 6/21/2019
Customer ID: TXNEWC120001
Sales Contact: Jeremy Kling

QUOTE FOR:		SHIP TO:	
CTRMA		CTRMA	

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Jordan Hector
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
18	TIS-CLC-KIT: TIS Cameral Locking Clamp Assy. Includes Camera Locking Clamp, Thumb Screw and Cap Screw	DIR-TSO-3652	14.00	EACH	\$43.70	\$611.80
19	CONS-PS-480-24: DIN Rail Power Supplies 480W 24V 20A	DIR-TSO-3652	2.00	EACH	\$265.56	\$531.12
20	CONS-POWER-CORD-3FT: Power Cord - NEMA 125V, 3-Prong, Black, 3ft	NON CONTRACT	2.00	EACH	\$4.50	\$9.00
21	2A-PAN-ARB-2U-SHELF: Shelf, 2U Rack for VPU Rack Mount	DIR-TSO-3652	2.00	EACH	\$75.17	\$150.34
22	VS-SHP-02: VIGILANT SHIPPING & HANDLING CHARGES	NON CONTRACT	14.00	EACH	\$0.00	\$0.00
23	TIS-CLK-KIT: TIS Camera Locking Clamp Assy. Includes Camera Locking Clamp, Thumb Screw and Cap Screw	DIR-TSO-3652	14.00	EACH	\$43.70	\$611.80
24	CONS-PS-480-24: DIN Rail Power Supplies 480W 24V 20A	DIR-TSO-3652	2.00	EACH	\$265.56	\$531.12
25	PWR-CON-WP-RJ45-COUPLER: RJ45 Connector Waterproof RJ45 Coupler Connector Shielded(2 per Pack)	DIR-TSO-3652	14.00	EACH	\$52.44	\$734.16
26	MISC-CONSUMABLES-50: Shrink,DIN Rail Terminal Block, Block Cover and Screws	DIR-TSO-3652	4.00	EACH	\$462.50	\$1,850.00
27	SVC-TIC-WAMA (TIER 1 SUPPORT): Tier 1 Technical Support	DIR-TSO-3652	18.00	EACH	\$462.50	\$8,325.00
28	VS-VSPTRNG: Vigilant End User Training for LPR Systems	DIR-TSO-3652	1.00	EACH	\$4,625.00	\$4,625.00
29	TIS-COMP-I78700T32G1TB: i7, 16GB RAM, 1TB SSD	DIR-TSO-3652	3.00	EACH	\$5,636.02	\$16,908.06
30	SWITCH-10PORT-POE: 10-Port Industrial Unmanaged PoE Ethernet Switch.	DIR-TSO-3652	2.00	EACH	\$1,118.32	\$2,236.64
31	COM-CBL-ETH-STP-BLU-2FT: SlimRun Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, STP, Pure Bare Copper Wire, 36AWG, 2ft, Blue.	DIR-TSO-3652	4.00	EACH	\$13.87	\$55.48
32	COM-CBL-ETH-STP-BLU-14FT: SlimRun Cat6A Ethernet Patch Cable - Snagless RJ45, Stranded, S/STP, Pure Bare Copper Wire, 36AWG, 14ft, Blue	DIR-TSO-3652	2.00	EACH	\$19.42	\$38.84
33	SVC-FIXED-LPR-INSTALL: LPR installation Services-Processor Sites	DIR-TSO-3652	14.00	EACH	\$878.75	\$12,302.50
34	SVC-NUC-INSTALL: NUC Installs	DIR-TSO-3652	4.00	EACH	\$1,300.78	\$5,203.12

Continued...



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
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Quote

Quote #: QT0041234
Date: 5/22/2019
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Customer ID: TXNEWC120001
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QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Jordan Hector
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
35	VS-SSUSYS-COM: Startup & Commission "Hardware" - (Mobile per system, Fixed per camera)	DIR-TSO-3652	14.00	EACH	\$925.00	\$12,950.00
36	SVC-LPR-PM: Project Management for LPR Projects per enclosure. Includes all travel and documentation	DIR-TSO-3652	1.00	EACH	\$4,625.00	\$4,625.00
37	SVC-LPR-ENGINEERING: Engineering Services	DIR-TSO-3652	1.00	EACH	\$13,875.00	\$13,875.00
38	TRVL: Travel and Expenses	DIR-TSO-3652	1.00	EACH	\$9,250.00	\$9,250.00
39	SERVICES: GTS SERVICES: Lane Closure, Cable Drop, and Data Center Connection	DIR-TSO-3655	1.00	EACH	\$72,612.27	\$72,612.27
40	SERVICES: PROJECT MANAGEMENT: Project Management	DIR-TSO-3655	16.00	EACH	\$70.00	\$1,120.00

For questions regarding this quote, please contact Jeremy Kling at 512-681-6257. This quote is valid for 30 days unless otherwise noted.	Total Weight (EACH): 0 Total Volume (EACH): 0	Sales Total: \$404,526.48 Freight & Misc.: \$0.00 Tax Total: \$0.00 Total (USD): \$404,526.48
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>		

Study by Fagan on Violator Enforcement



Violator
Enforcement Study



CENTRAL TEXAS
REGIONAL MOBILITY
AUTHORITY

Introduction

Senate Bill 1792 (SB 1792) grants toll authorities in Texas options to remedy the issue of chronic toll violators, also known as Habitual Violators (HV). The four options available today to toll entities include:

- Impounding the violator's vehicle
- Posting the names of chronic violators on the agency's website
- Flagging the vehicle renewal registration via the Department of Motor Vehicles, enforced by county Tax Assessor-Collectors
- Prohibiting the use of toll facilities

CTRMA is most interested in the fourth option, keeping HVs off the roadways. The approaches detailed in this study utilize advanced camera technology to detect HVs and notify the appropriate Law Enforcement (LE) agencies when prohibited vehicles use the roadways. These systems can notify patrolmen on duty or a LE command center about the vehicle's location and direction, as well as capture images that an agency may use to issue a citation if video evidence as enforcement is supported in their jurisdiction. Options include Mobile Automatic License Plate Recognition (ALPR), Fixed ALPR, as well as software plug-ins to existing toll systems.

Market Drivers

Unpaid tolls cost agencies millions of dollars each year. In the most extreme cases, an individual HV may accumulate tens-of-thousands of dollars, or more, in unpaid tolls and fees. This reality has motivated agencies to explore new ways of discouraging and preventing the chronic violators from using the roadways. Of course, to stop these users, they must be identified accurately and quickly, so that LE agencies can issue citations and/or prosecute HVs in a court of law.

Minimizing revenue leakage remains a key operational goal for tolling agencies. Unusually high revenue loss can create negative perceptions from paying customers, stakeholders, and financial rating agencies. As tolling approaches advance so should the methods of toll enforcement.

Despite harsher penalties, agencies across the nation remain frustrated with chronic violators creating large sums of unpaid tolls. While some revenue loss is typically part of operating toll facilities. There are additional solutions worth considering. The most direct, impactful approach is for LE to stop, cite, and force these individuals to address their unpaid accounts to a judge. Our study will explore technologies and vendors that help agencies and law enforcement to do just that.

Generic Overview

Mobile ALPR

Mobile ALPR is camera systems installed on police cruisers. The system continuously scans license plates as a LE officer patrols the roadway. These ALPR system references the plates against a database of HV vehicle license plate numbers for violator detection. The benefit of mobile ALPR systems is that the LE officer is within proximity of the offending vehicle when the ALPR database makes an identification. The ability to readily identify HV vehicles increases the likelihood that the officer can pursue and issue a citation. Mobile systems are also inexpensive, as little equipment is required to outfit a handful of vehicles. However, the flaw with this solution is that LE can only monitor vehicles driving within proximity of the police cruiser and only while that vehicle is on patrol. The probability that an officer on patrol will be in “the right place, at the right time” to catch a HV is low.

Fixed ALPR

Users mount these types of systems in a fixed position (typically on gantries and entrance/exit locations) to monitor the license plates of passing vehicles. The system sends an alert to LE. Again, the ALPR database hold the license plates of HV vehicles. The advantage to these systems over mobile ALPR is that they operate 24/7, scan the toll road in its entirety, and can immediately notify a LE command center if a violator is detected. Note that these systems are costlier because they require the procurement and installation of proprietary camera and roadside equipment at all toll points if the desire is to cover all roadways.

Existing Toll System Cameras Notify Law Enforcement

Back-office software solutions can integrate with and utilize existing tolling infrastructure to identify violators against a database once again. These systems are attractive to agencies because they do not require the procurement, installation, and maintenance of additional road-side equipment. The software runs on a hosted computer solution requiring zero hardware. It is essential to understand that these systems are not Commercial off the shelf (COTS) solutions. They need custom computer code to integrate with existing systems. As a result, these solutions take significantly longer to develop, test, and turn-up, compared to the packaged solutions previously mentioned. However, the cost savings of integrating with existing equipment is the attraction to such products.

Notes

If only one platform is to be selected, Fagan Consulting recommends a fixed ALPR system if CTRMA’s budget allows. Two of the three vendors we explored offer mobile enforcement solutions as part of their product line-up. However, we feel that there are too many limitations inherent in mobile systems to make them solely viable for identifying the majority of HVs. The always-watching, 24/7 nature, of fixed enforcement solutions will greatly increase the probability of catching these offenders. Additionally, publicizing the use of a fixed ALPR could serve as a strong deterrent to customers contemplating using the roadway once prohibited from doing so.

ALPR Specific Solutions/Vendors

In this section, we will examine and compare three qualified vendors capable of fulfilling an ALPR solution for CTRMA. We evaluated the vendors on the basis of features, limitations, time to implement, and price.

Vigilant Solutions

California-based, Vigilant Solutions, has implemented fixed and mobile ALPR solutions for dozens of law enforcement agencies in Texas, mostly local police and sheriff's departments. A few examples of Vigilant customers are Austin Police Department, Dallas Police Department, Dallas Fort Worth International Airport, FBI Dallas, and NTTA.



Features

Their Reaper product is a proprietary system of integrated camera and processor units installed at tolling points. The system is hosted in a private and secure data center, where a list of prohibited plates may be stored for HV detection. The system can alert LE via email, to a mobile application, or any Windows-based PC, thus eliminating the need for additional equipment in police cruisers or LE command centers.

Limitations

From a performance standpoint, there are no limitations. However, it is of note that the Reaper product is far more robust than what CTRMA requires to identify HVs. The system offers features, such as data sharing between law enforcement agencies and other police-related alerting services that are well outside the scope of the project.

Time to Implement

Due to the out-of-the-box nature of the Reaper product, it is possible that it may take as little as three months to implement.

Costs

Vigilant has quoted us a total cost of approximately \$550,000 for a hosted fixed ALPR system covering all CTRMA's roadways. This capital expenditure is independent of a \$17,000 per year hosting fee. Vigilant estimates a non-hosted system at \$615,000. The system includes a one-year warranty. Work permits, any related costs, and electrical usage would be the responsibility of CTRMA.

Leonardo

Leonardo is an Italian, high-tech defense and security firm with offices in North Carolina. The firm has been in business for nearly seventy years. They have provided ALPR solutions nationwide, most notably in Texas and Georgia.



Features

Their ELSAG ALPR product line features both fixed and mobile camera technologies. The ELSAG Plate Hunter F3 product is a proprietary solution that utilizes dedicated ELSAG cameras at tolling points. The system runs at the roadside, and the customer has the option of hosting the solution on local servers or in-the-cloud on an Amazon AWS platform. The system can reference either a “HOT list” of prohibited plates or a “WHITE list” of allowed plates and can alert LE as needed. Like Vigilant, the ELSAG system does not necessitate additional equipment in police cruisers or LE command centers. Only a computer or mobile device, as well as, an internet connection is required to receive alerts.

Limitations

There are no limitations, except cost.

Time to Implement

Due to the out-of-the-box nature of the ELSAG Plate Hunter product, it is possible that it may take as little as three months to implement.

Costs

Leonardo estimates that it would cost approximately \$867,000 to install and maintain a fixed ALPR Plate Hunter system for all toll points that CTRMA maintains. This capital expenditure includes a one-time hosting fee for the AWS solution. As with Vigilant, work permits, related costs, and electrical usage would be the responsibility of CTRMA.

Ace Applications

Florida-based, Ace Applications, is a relative newcomer to ALPR. Nevertheless, recently, they successfully developed an alert system for a large tolling agency in Florida.



Features

Their solution is a software package that integrates with an existing back office system. The software is hosted at the lane level and resides on the Microsoft Azure cloud, negating the need for additional roadside computing hardware and maintenance. Utilizing existing camera and roadside equipment, the software references, in real-time, incoming plate data against a database of offenders. Once a HV is identified, LE may be alerted via a desktop or mobile application, SMS text message, or email. The system gives real-time updates regarding the vehicle's direction and last known location, so that police officers on patrol have the opportunity to intercept and cite the violator.

Limitations

Due to the customized nature of Ace's software, such a solution will take far longer to implement than competitors' offerings. As this would be a one-off system, there are risks associated with delays in development due to unforeseen technical roadblocks. We recommend that if CTRMA is interested in Ace's offerings, a workshop be held between Ace, the back-office vendor, and roadside vendor to investigate any potential issues with integration before making any commitments.

Time to Implement

Five-to-six months of development time is required, as well as an additional one-to-two months for testing and turn-up. This solution will likely take twice the time (possibly more) to implement as compared to one of the COTS solutions from Vigilant or Leonardo.

Costs

Ace estimates that it would require a capital expenditure of approximately \$275,000 to implement such a system and roughly \$70,000 in annual maintenance. Maintenance covers all break-fix and updates/patches. Their Master Service Agreement is standard at one year, and a discount is available for multiple years.

ALPR Specific Solutions – Vendor Summary

The Vendor Summary table below summarizes the critical factors concerning each vendor researched.

Vendor Summary

Feature	Vigilant	Leonardo	Ace Applications
Fixed ALPR solution	X	X	X
Mobile ALPR solution	X	X	
Cloud based	X	X	X
Onsite	X	X	X
Implementation Time <3 months	X	X	
Implementation Time >3 months			X
Alerts provided via email, SMS	X	X	X

Next Steps

Any of these vendors can meet CTRMA’s roadside enforcement needs. As a next step, Fagan Consulting recommends that CTRMA have comprehensive discussions with these vendors to ascertain specific requirements and more exact pricing. It is important to note that the costs researched in this study are estimates for comparison purposes. Vendors’ contact information is in Appendix A.



Appendix A: Vendor Contacts

Vigilant Solutions

Chantell Tice
Client Success Manager, West Coast
chantell.tice@vigilantsolutions.com
(512) 983-8773

Leonardo

Craig Duncan
Southern Regional Field Operations Manager
craig.duncan@leonardocompany-us.com
(910) 986-0596

Ace Applications

Courtney Powell
Sales Manager, Ace Applications
cpowell@aceapplications.com
(407) 353-3748