MEMORANDUM

TO: The Honorable Mayor and City Commission

FROM: Fred A. Maas, Chief of Police
       Michael A. Grandinetti, Police Captain

DATE: 12/20/2012

RE: Approval to enter into an agreement with Iron Sky, Inc. to install and maintain an Automatic License Plate Recognition System (ALPR), in an amount not to exceed $207,117.15

RECOMMENDATION:

It is recommended that the City Commission adopt the attached resolution authorizing the Mayor to enter into an agreement with Iron Sky, Inc. to install and maintain a citywide Automatic License Plate Recognition System (ALPR).

REASONS:

The installation of citywide Automatic License Plate Recognition System (ALPR) would provide a perimeter around the entire city, alerting on-duty police officers and the communications center of any Stolen Vehicle, Amber Alerts, Silver Alerts, Felony Vehicles and many other alerts instantly as the vehicle enters our jurisdiction.

ADDITIONAL INFORMATION:

The Sunny Isles Beach Purchasing Department issued RFP# 12-09-01 and received three responses. After review, staff has deemed Iron Sky, Inc. as the lowest responsive, responsible bidder. Iron Sky, Inc. has also been contracted by the Town of Golden Beach for the installation of their ALPR System.

FUNDING SOURCE:
ATTACHMENTS:

- Agreement - Iron Sky, Inc.
RESOLUTION NO. 2012 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS (RFP) NO. 12-09-01 TO AND ENTERING INTO AN AGREEMENT WITH IRON SKY, INC. FOR THE PURCHASE AND INSTALLATION OF AN AUTOMATED LICENSE PLATE RECOGNITION SYSTEM (ALPR), IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVEN THOUSAND ONE HUNDRED SEVENTEEN DOLLARS AND FIFTEEN CENTS ($207,117.15), ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is in need of a contractor to install 24 Automated License Plate Recognition System (ALPR) cameras to capture all inbound and outbound traffic at 11 locations located within the City; and

WHEREAS, the City issued and advertised Request for Proposals No. 12-09-01, for an Automated License Plate Recognition System, for which three (3) responses were received; and

WHEREAS, staff has determined that the bid response from Iron Sky, Inc. is the lowest most responsive responsible bid who is certified and insured with the necessary experience to provide said services; and

WHEREAS, Iron Sky, Inc. has expressed its ability and desire to provide these services; and

WHEREAS, the City wishes to award RFP No. 12-09-01 to and enter into an agreement with Iron Sky, Inc. for the purchase and installation of an Automated License Plate Recognition System (ALPR), in an amount not to exceed Two Hundred Seven Thousand One Hundred Seventeen Dollars and Fifteen Cents ($207,117.15), attached hereto as Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals set forth in this Resolution are incorporated herein by reference as if fully set forth herein.

Section 2. Award of RFP and Approval of Agreement. The City Commission hereby awards RFP No. 12-09-01 to and enters into an agreement with Iron Sky, Inc. for the purchase and installation of an Automated License Plate Recognition System (ALPR), in an amount not to exceed Two Hundred Seven Thousand One Hundred Seventeen Dollars and Fifteen Cents ($207,117.15), attached hereto as Exhibit “A”.

R2012- Iron Sky Agmt ALPR (RFP 12-09-01)
Section 3. Authorization of Mayor. The Mayor is hereby authorized to execute said Agreement.

Section 4. Authorization of City Manager. The City Manager is hereby authorized to do all things necessary to effectuate this Resolution.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 20th day of December 2012.

ATTEST:

Norman S. Edelcup, Mayor

Jane A. Hines, CMC, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Hans Omlot, City Attorney

Moved by: ____________________________
Seconded by: ____________________________

Vote:

Mayor Edelcup (Yes) (No)
Vice Mayor Aelion (Yes) (No)
Commissioner Gatto (Yes) (No)
Commissioner Levin (Yes) (No)
Commissioner Scholl (Yes) (No)
AGREEMENT BETWEEN THE CITY OF SUNNY
ISLES BEACH AND IRON SKY, INC.
CONTRACT NO. C1112-073

THIS AGREEMENT ("Agreement") is made as of this ___ day of ______, 2012 by and
between IRON SKY INC., a Corporation, licensed to do business in Florida, ("Contractor"),
and the City of Sunny Isles Beach, a Florida municipality, hereinafter referred to as (the "City")
whose Federal I.D. # is ___________________.

RECITALS

WHEREAS, City is in need of Contractor to install twenty-four (24) Automated
License Plate Recognition System (LPR) cameras ("Services") to capture all inbound and
outbound traffic at eleven (11) locations located within the City, and

WHEREAS, the City advertised Request for Proposal No. 12-09-01 for Automated License
Plate Recognition ("ALPR") System, and Contractor was recommended for selection by City staff;
and

WHEREAS, Contractor is a certified and insured company with the necessary experience to
provide the desired Services; and

WHEREAS, the City desires to enter into this Agreement with Contractor to provide the
Services in a total amount not to exceed Two Hundred Seven Thousand One Hundred Seventy-
Seven Dollars and Fifteen Cents ($207,177.15).

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for
other valuable consideration received, the receipt and sufficiency of which are hereby
acknowledged, the parties agree as follows:

1. RECITALS. The Recitals set forth above are hereby incorporated into this agreement and
made a part hereof for reference.

2. SERVICES. Contractor shall provide to the City the Services as more particularly
described in Request for Proposal No. 12-09-01 and Contractor’s Response thereto ("Services"),
attracted hereto as Attachment “A” and incorporated herein by reference.

3. TERM. The term of this Agreement shall commence upon the first calendar day of the
month succeeding approval of this Agreement by the City Commission, unless otherwise stipulated
in the Notice of Award letter distributed by the City’s Purchasing Agent, and shall terminate upon
the completion of Services.

4. COMPENSATION. As the entire compensation under this Agreement and during the term
of this Agreement, in whatever capacity rendered, the City shall pay Contractor an amount not to
exceed Two Hundred Seven Thousand One Hundred Seventy-Seven Dollars and Fifteen Cents
($207,177.15) for the installation of all software and hardware, as more particularly described in Attachment “A”. In addition, the City agrees to pay Contractor a recurring annual fee of Twelve Thousand Dollars ($12,000.00) each year for Years 2 through 5, as more particularly described in Attachment “A”, for the Vigilant Video Annual Site license and Iron Sky Annual Onsite Service. Payment to Contractor for all charges and tasks under this Agreement shall be in accordance with this Agreement and the schedule of charges reflected in Attachment “A” and under the following conditions:

a. **Disbursements.** There are no reimbursable expenses associated with this contract.

b. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned hereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

c. **Availability of Funds.** The City’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. In the event the City Commission fails to appropriate funds for the particular purpose of this Agreement during any year of the term hereof, then this Agreement shall be terminated upon ten (10) days written notice and the Contractor shall be compensated for the Services performed prior to the effective date of termination.

d. **Final Invoice.** In order for both parties herein to close their books and records, the Consultant will clearly state “final invoice” on the Contractor’s final last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Contractor.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the City’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Contractor is an independent Contractor and shall be treated as such for all purposes. Nothing contained in this agreement or any action of the parties shall be construed to constitute or to render the Contractor an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent Contractor other than those obligations which have been or shall have been undertaken by the City. Contractor
shall be responsible for any and all of its own expenses in performing its duties as contemplated under this agreement. The City shall not be responsible for any expense incurred by the Contractor. The City shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of the Contractor, other than those set forth in this agreement. Contractor shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this agreement.

6. INSURANCE. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the following minimum insurance coverages to protect the City and Contractor against all loss, claims, damage and liabilities caused by Contractor, its agents or employees, as more particularly set forth below:

(a) General liability insurance with limits of One Million Dollars ($1,000,000.00) combined single limit occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent Contractors.

Products and/or Completed Operations Hazard.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Errors and Omissions Liability.

The City of Sunny Isles Beach is to be named as an additional insured with respect to liability arising out of operations performed for the City by or on behalf of Contractor or the acts or omissions of Contractor in connection with such operation.

(b) Workers' Compensation insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.

(c) Business Automobile Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be
afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

Such policies of insurance shall not diminish Contractor’s indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the City and shall be endorsed to be primary over any insurance, which the City may maintain. Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the City certificates of insurance evidencing the minimum required coverage and appropriately endorsed for contractual liability with the City named as an additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) calendar days prior written notice to the City Manager or his designee. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

7. **OWNERSHIP OF DOCUMENTS AND EQUIPMENT.** All documents prepared by the Contractor pursuant to this agreement and related services to this agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties shall be approved in writing by the City.

8. **DUTY TO INDEMNIFY AND HOLD HARMLESS.** Contractor agrees to indemnify and hold harmless, the City, its officers, agents, employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney’s fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, including their officers, agents, employees or other personal entity acting under Contractor’s control in connection with the Contractor’s performance of services pursuant to this Agreement and to that extent the Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses and shall pay all costs and attorneys’ fees expended by the City in defense of such claims and losses including appeals. The parties agree that ten percent (10%) of the total compensation is a specific consideration from the City to the Contractor for this indemnity.

9. **TERMINATION.**

A. If, through any cause within the reasonable control the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be
performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the agreement and grant Contractor Ten (10) days to cure such default. If the default remains uncured after Ten (10) days the City may terminate this Agreement.

(i.) In the event of termination, all finished and unfinished documents, data, and other work product prepared by Contractor shall be delivered to the City.

(ii.) Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by virtue of a breach of the Agreement by Contractor.

B. Termination for Convenience of City. The City may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving written notice which shall become effective Ten (10) days following receipt by Contractor. The terms of Paragraphs A (i) and (ii) above shall be applicable hereunder.

C. Termination for Insolvency. The City also reserves the right to terminate the remaining services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

10. NO ASSIGNMENT. The Contractor shall not subcontract, assign, or transfer any work under this agreement without the prior written consent of the City.

11. ARBITRATION. It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

12. CONFIDENTIAL INFORMATION. The Contractor shall not, either during the term of this Agreement or any time for a period of TEN (10) years subsequent to that date upon which the Contractor shall leave the employment of the City for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the Contractor under this Agreement, any information which the City designates in writing as "confidential." As a violation by the Contractor of the provisions of this Section could cause irreparable injury to the City and there is no adequate remedy at law for such violation, the City shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Contractor in a court of equity for violating such provisions.

13. NOTICES. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii)
by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<table>
<thead>
<tr>
<th>If to the City:</th>
<th>With a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher J. Russo</td>
<td>Hans Ottinot</td>
</tr>
<tr>
<td>City Manager</td>
<td>City Attorney</td>
</tr>
<tr>
<td>City of Sunny Isles Beach</td>
<td>City of Sunny Isles Beach</td>
</tr>
<tr>
<td>18070 Collins Avenue</td>
<td>18070 Collins Avenue</td>
</tr>
<tr>
<td>Fourth Floor</td>
<td>Fourth Floor</td>
</tr>
<tr>
<td>Sunny Isles Beach, Florida 33160</td>
<td>Sunny Isles Beach, Florida 33160</td>
</tr>
<tr>
<td>Tel: (305) 792-1701</td>
<td>Tel: (305) 792-1702</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If to the Contractor:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Scott Frigaard</td>
<td></td>
</tr>
<tr>
<td>Vice President, Sales</td>
<td></td>
</tr>
<tr>
<td>Iron Sky, Inc.</td>
<td></td>
</tr>
<tr>
<td>1773 Westborough Drive, Ste. 223</td>
<td></td>
</tr>
<tr>
<td>Katy, TX 77449</td>
<td></td>
</tr>
<tr>
<td>Tel: (703) 587-1166</td>
<td></td>
</tr>
</tbody>
</table>

14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

15. **AUDIT.** The Contractor shall make available to the City or its representative all required financial records associated with the Agreement for a period of THREE (3) years.

16. **NON-DISCRIMINATION.** The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.
17. **CONFLICT OF INTEREST.** The Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by Chapter 33 of the City of Sunny Isles Beach Code of Ordinances, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the services. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall knowingly be employed by the Contractor. No member of, or delegate to the Congress of the United States shall be admitted to any share or part of this agreement or to any benefits arising therefrom.

18. **CONFLICTING PROVISIONS.** The terms and conditions in this agreement supersede any other conflicting provisions that are contained in any other document, including but not limited to any attachments hereto.

19. **ENTIRE AGREEMENT.** This Agreement together with the Contract Documents as defined in Section 1.30 of Request for Proposal No. 12-09-01 contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement in duplicate on the day and year first written above.

[Remainder of page intentionally left blank.]
WITNESS #1:

Signature

Print Name

WITNESS #2:

Signature

Print Name

ATTEST:

BY: __________________________
   Jane A. Hines, CMC, City Clerk

CITY OF SUNNY ISLES BEACH

BY: __________________________
   Norman S. Edelcup, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: __________________________
   Hans Otten, City Attorney
Proposed Solution for the:

City of Sunny Isles Beach

RFP No. 12-09-01

AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM

September 20th, 2012

This document and the information within are confidential and intended only for the recipient agency named on the cover page. Distribution is only allowed within the client organization identified on the cover of this document and only to the extent necessary to evaluate the proposal for acceptance. Distribution outside of the identified offices requires the consent of Iron Sky, Inc. Iron Sky, Inc. does not authorize the distribution of this information for competitive purchasing purposes.

Attachment “A”
Terms and Conditions

- The pricing contained in this proposal is valid for a period of 90 days from the proposal date. Iron Sky can, at its discretion, provide an addendum to this document extending the proposal pricing period.
- Any enhancements to, or modifications of, any software or hardware utilized in the support of the "Project" not covered in this proposal will be negotiated as a separate price.
- Client will provide information and permission to connect to IT networks as necessary for installation and completion of this project. Information may include locations of network closets and utility rooms, descriptions of network infrastructure, providing static IP addresses, etc. Permission to connect may include co-location of equipment in network closets, creation of subnets or Virtual Local Area Networks (VLANS), opening certain ports on the firewall, etc. To accomplish these tasks, the Iron Sky Team would like to communicate and coordinate with the Client’s IT staff early in the project planning process. Iron Sky reserves the right to delay commencement of work, at no penalty to Iron Sky, until questions have been answered, permissions have been granted, and requested information has been provided.
- Client will provide static IP addresses, subnet mask, and default gateway information for all surveillance system equipment, as necessary. Client is responsible for maintaining the camera system IP address schema documentation and making updates as necessary.
- Client will provide a sufficient number of network ports ("network drops") at designated telecommunications closets ("hub rooms") within the facilities and locations where surveillance system equipment will be installed.
- In order to control costs, server redundancy and failover capability has not been designed into this camera system. Client understands that video is being stored only on the primary server, and failure of that server's hardware will degrade the system or cause it to stop operating.
- Client is responsible for granting permission or obtaining permits to install any cameras, network equipment, mounting hardware, etc., described in this proposal. This includes permission and/or permits for installation of equipment within rooms, hallways, stairwells, and on exterior walls, on rooftops, etc., as necessary and within the scope of this proposal.
- This project may contain tasks or deliverables that will depend upon client taking actions to include, but not limited to, providing information, approvals, and deliverables in order for the project to progress or be completed in a timely manner. If the project schedule is delayed in this fashion, the Iron Sky project manager will inform client and record such impact in the weekly report.
- Iron Sky assumes that there will be only one client Point of Contact assigned to lead this project and who will have full support from client senior management. Under this arrangement it is assumed the appropriate client personnel will be available on a timely basis to work with Iron Sky representatives, and that management will provide authority to the POC sufficient to support the full scope of the project.
## Proposal for:
**City of Sunny Isles Beach**
**Date:** September 20th, 2012

**Request for Proposal No. 12-09-01**

### SOFTWARE & HARDWARE

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
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</table>
| **Fixed LPR SYS-I**
  VDOSRS-1-CDP  |
  CarDetector • Fixed Camera DSP Based LPR System • 1 Camera System |
  - Includes Qty=1 Digital Signal Processor (DSP) "Pancake" unit(s) - No moving parts
  - Two (2) video inputs - IR camera & Color Overview - One (1) Ethernet output Ext.
  - 720MHz Processor w/ 128 Mb RAM - Measurements - 6.3” X 3.0” X 1.8”
  - Includes Qty=1 Complete Wiring Harness for connection between DSP & Camera unit |
  24  | $ 1,390.00  | $ 32,640.00 |
| **Fixed LPR SYS-I**
  VVR1-XXX-STD  |
  Vigilant Video LPR Cameras for SYS-I Hardware Includes:
  - Includes Qty=1 Combination IR / Color LPR Camera(s) • Color camera assembly provides color overview
  - Camera w/ RAM ball mount - standard cable connection - Lens selection to be determined at time of order |
  24  | $ 3,280.00  | $ 78,720.00 |
| **VCDPSSSR**  | 1  | $ 6,723.00  | $ 6,723.00 |
| **VV-LEARN-H**  | 1  | $ 9,000.00  | $ 9,000.00 |
| **VSCOM**  | 1  | $ 1,240.00  | $ 1,240.00 |
| **SVL-COM**  | 24  | $ 430.00  | $ 10,320.00 |
| **TRNG-GRPS**  | 1  | $ 720.00  | $ 720.00 |
| **TAS-UL**  | 1  | $ -  | $ - |
| **VSHP-412** (24)  | 1  | $ 3,108.00  | $ 3,108.00 |
| **PC1211481**  | 1  | $ 4,293.00  | $ 4,293.00 |
| **C1211511**  | 1  | $ 2,497.00  | $ 2,497.00 |
| **C1211565**  | 22  | $ 161.25  | $ 3,544.50 |
**Ubiquiti NanoBridge 5GHz 11-Performance MIMO Bridging Devices. Price includes setup and configuration services.**

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<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEMA enclosure for equipment installation locations which includes fans, network switch, power outlets and surge protection.</td>
<td>18</td>
<td>$1,750.00</td>
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<tr>
<td>Cat5e Plenum Cable - 1,000 Feet</td>
<td>3</td>
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**Software & Hardware Total**

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<td></td>
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<td>$168,418.59</td>
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**Installation Services**

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<tbody>
<tr>
<td>Equipment Installation: Per equipment location fee for work performed to install devices on structures, roofs and utility poles. Price does not include installation of pole, installation of new electrical circuits or trenching. Price does include truck and labor.</td>
<td>16</td>
<td>$2,400.00</td>
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**Project Management Hours**

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<td>System Design Hours</td>
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**Installation Services Total**

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**Annual Service**

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<tbody>
<tr>
<td>On-site Service- Standard Business Hours: Complete on-site support for all hardware and software provided by and installed by Iron Sky. Includes all labor required to install, diagnose, repair and replace defective or damaged equipment. Does not include cost of equipment that is damaged or defective outside of the manufacturer’s limited warranty. Includes remote and user technical support, remote monitoring of all components connected to the Iron Sky solution, software updates and software upgrades. On-site Service period begins on the 1st day after the System has been accepted by Client and extends for 12 months. On-site Service contract will be renewed for additional 12-month periods upon receipt of purchase order by Client. Standard business hours are Monday through Friday 8am to 5pm local time.</td>
<td>12</td>
<td>$8,338.00</td>
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</table>

**Total**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Annual Service</td>
<td>$8,338.00</td>
<td>$2,071,771.15</td>
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**Discount**

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<tbody>
<tr>
<td></td>
<td>$(46,080.00)</td>
<td>$207,171.15</td>
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</tbody>
</table>

**Grand Total**

<table>
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<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$207,171.15</td>
<td>$207,171.15</td>
</tr>
</tbody>
</table>

Payment Terms:
- 3% of the total price will be invoiced upon issuance of purchase order.
- 5% of the total price will be invoiced upon delivery of major equipment to client site.
- 2% of the total price will be invoiced upon completion of project.

Invoices are due 30 days of issuance, unless otherwise agreed.

*Customer shall be responsible for all associated sales taxes and/or duties. In the event that sales taxes are not included in this proposal, customer shall be responsible for the associated sales taxes and/or duties. Sales tax shall be added to invoice.*

---

**Maintenance Video Annual Site License Fee (Year 2 Annual Fee)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$9,960.00</td>
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</table>

**DCSCHW1**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$24,720.00</td>
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</tbody>
</table>

- Covers Vigilant Video’s LPR Camera and DSP Unit
- One Required Per Combination LPR Camera/DSP Unit
- Volume Discounted (Over 18 Units)
- Valid for 3 years from date of purchase
November 7th, 2012

Marcanthony Tulloch
City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160

Mr. Tulloch,

This letter serves to clarify and further articulate Iron Sky’s response to the City of Sunny Isles Beach Request for Proposal No. 12-09-01 for an Automated License Plate Recognition (ALPR) System and is a follow up to the meeting with Captain Grandinetti and yourself on November 6th.

Item 1)
Iron Sky will provide wind and weight load calculations under the scope of this proposal as is stated in Section 4 Page 42:

“Wind/weight load calculations and estimated electrical draw for the proposed equipment will be provided to the City of Sunny Isles Beach by Iron Sky for submission to asset owners.”

Iron Sky will also facilitate and lead the meetings between SIBPD and private entities to secure agreements to install equipment on private facilities.

Item 2)
Iron Sky will bear the costs associated with securing and pulling permits from the City, County, FDOT and any other agencies associated with this project at no additional cost to the City under the scope of this proposal.

Item 3)
The City of Sunny Isles Beach Police Department agrees to provide Maintenance of Traffic services at no cost to Iron Sky as required for each location.

Item 4)
Payment Terms will be as follows:
-Iron Sky will invoice $25,000.00 upon completion of the permitting process.
-Iron Sky will invoice 50% of the total project value upon delivery of equipment to customer site.
-Iron Sky will invoice the remaining balance upon completion of project and customer acceptance.

Attachment “A”
Item 5)
Iron Sky is proposing the following Project Schedule:

Weeks 1 - 3
- Project kick off meeting
- Schedule resources
- Visit planned rooftops, radio locations and pole locations to obtain any remaining information required for rooftop agreements and permitting
- Identify alternate equipment locations at no additional cost to the City
- Schedule permitting meetings with city, county and private property owners / property managers
- Complete documentation for permits and rooftop agreements

Weeks 4 & 5
- Permitting and rooftop agreement meetings
- Revise installation plans as necessary to achieve agreements and permits
- Complete detailed design and Bill of Material (dependent upon progress of permits and rooftop agreements).

(Note: Permitting and rooftop agreement progress is only partially controlled by Iron Sky. The time required to obtain all rooftop agreements and permits could be more or less than the time allocated in this timeline. The remainder of the timeline will be dependent upon achieving the necessary agreements and permits required to proceed. Material procurement and staging will not begin until all permits have been secured and project schedule will be extended the appropriate number of days to reflect any permitting delays that extend beyond week 5).

Weeks 6 – 9
- Material procurement and staging

Weeks 10 – 14
- Equipment installation, alignment and adjustment

Week 15
- System integration with LEARN
- Remote client application installed on mobile terminals
- Create user accounts
- HotList integration and approvals

Weeks 16 & 17
- User training

Week 18
- User acceptance

Item 6)
The City will include “Piggyback” language in the contract allowing other municipalities and local agencies to purchase Iron Sky’s complete solution from the executed contract.

Item 7)
The City declines the “CDFS LPR Camera & DSP Unit Extended 5-Year Hardware Warranty” listed under Additional Items on the proposal.

Item 8)
Iron Sky agrees to replace up to five (5) Vigilant LPR cameras and five (5) Vigilant DSPs at no cost to the city in years 3 through 5 upon failure of the devices out of warranty. Iron Sky will not credit the City for replacement cameras or DSPs that are not used during this period.

Item 9)
Vigilant Video agrees to a minimum capture accuracy for this project. As the fastest growing and most innovative LPR provider in the industry, Vigilant Video maintains the largest video library for analysis and development of their own OCR. Vigilant Video’s capture rate and read accuracy are unparalleled in the LPR industry. In fact, Vigilant Video will guarantee in writing, to the City of Sunny Isles Beach, that Vigilant Video’s production cameras will provide a minimum capture rate of 90% with a minimum 88% read accuracy. It is important to note that Vigilant Video is willing to put these capture/accuracy rates in writing based on real world data collected within the City of Sunny Isles Beach. The written commitment from Vigilant can be found as an attachment to this letter.

Item 10)
Iron Sky agrees to lower the Vigilant Video Annual Site License Fee from $9,660.00 to $7,500.00. This equates to $312.50 per camera, per year.

Item 11)
Iron Sky understands that the City of Sunny Isles Beach has many IT policies and procedures in place to ensure the security and integrity of it many systems. Iron Sky will work with IT staff to develop remote access and remote monitoring protocols that allow Iron Sky to provide the level of service necessary to support this project without violating existing policies.

Item 12)
Under the Annual Service section of Iron Sky’s sales quotation item FC12T1900 states:

“On-site Service- Standard Business Hours: Complete on-site support for all hardware and software provided by and installed by Iron Sky. Includes all labor required to monitor, diagnose, repair and replace defective or damaged equipment. Does not include cost of equipment that is damaged. Does not include equipment that is defective outside of the manufacturer’s limited warranty, with the exception of the allotted five Cameras and DSP’s. Includes remote end user technical support, remote monitoring of all components connected to the Iron Sky solution, software updates and software upgrades. On-site Service period begins on the 1st day after the System has been accepted by the Client and extends for 12 months. On-site Service contract will be renewed for additional 12-month periods
upon receipt of purchase order by Client. Standard business hours are Monday through Friday 8am to 5pm local time.

This description is amended to delete “software updates and software upgrades” since these are provided the Vigilant Video Annual Site License Fee. The new item description should state:

“On-site Service- Standard Business Hours: Complete on-site support for all hardware and software provided by and installed by Iron Sky. Includes all labor required to monitor, diagnose, repair and replace defective or damaged equipment. Does not include cost of equipment that is damaged or defective outside of the manufacturer’s limited warranty. Includes remote end user technical support and remote monitoring of all components connected to the Iron Sky solution. On-site Service period begins on the 1st day after the System has been accepted by the Client and extends for 12 months. On-site Service contract will be renewed for additional 12-month periods upon receipt of purchase order by Client. Standard business hours are Monday through Friday 8am to 5pm local time.”

Item 13
Under the Additional Items section of Iron Sky’s sales quotation item FC12T1901 states:

“Vigilant Video Annual Site License Fee (Year 2 Annual Fee)”

This description is amended to state:

“Vigilant Video Annual Site License Fee which includes software updates and software upgrades (Year 2 Annual Fee)”

Item 14
Recurring Annual Fee Schedule
Iron Sky and Vigilant Video agree to maintain the proposed annual fees and not increase prices for the first 5 years of the contract for the scope of this project. The total recurring fees for this project are as follows:

Year 1: All costs are included in the proposal.
Year 2: $12,000.00 (This includes the $7,500.00 Vigilant Video Annual Site license and the $4,500 Iron Sky Annual Onsite Service)
Year 3: $12,000.00 (This includes the $7,500.00 Vigilant Video Annual Site license and the $4,500 Iron Sky Annual Onsite Service)
Year 4: $12,000.00 (This includes the $7,500.00 Vigilant Video Annual Site license and the $4,500 Iron Sky Annual Onsite Service)
Year 5: $12,000.00 (This includes the $7,500.00 Vigilant Video Annual Site license and the $4,500 Iron Sky Annual Onsite Service)

Item 15

1773 Westborough Drive, Suite 223, Katy, TX 77449
Upon issuance of the notice to proceed for this project Iron Sky will schedule a project kickoff meeting with relevant SIB personnel to adjust and finalize equipment locations. Iron Sky will work to locate cameras on county traffic signal poles, where possible, and will work with the City to identify private building owners that are amenable to allowing the City access to their buildings, power and poles. Any liability insurance requirements for rooftops or poles will be the responsibility of the City.

**Item 16**
Iron Sky is assuming that there is constant and available electrical power at each pole within 10 feet of each equipment location and that the asset owner will authorize Iron Sky to connect to the power.

**Item 17**
Iron Sky will agree to install poles at locations 1, 2, 4, 6, 7 and 10/11 at no cost to the City. These locations were originally proposed by Iron Sky to be installed by the City but Iron Sky is willing to supply and install a new pole for these locations assuming that constant and available electrical power is located within 50' of the pole location and no directional boring or aerial cabling is required. If these locations are not viable then Iron Sky will work w/ the City to determine alternate locations and will supply comparable pole and installation at no cost to the City.

Iron Sky is eager to assist with all aspects of the project. As always I am available for discussion and to answer any questions.

Sincerely,

[Signature]

Scott Frigaard  
Vice President of Sales  
Iron Sky, Inc.  
703.587.1166  
sfrigaard@ironsky.com

1773 Westborough Drive, Suite 223, Katy, TX 77449