

FIRST AMENDMENT TO ENTERPRISE SERVICE AGREEMENT

This First Amendment to the enterprise service agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 18th day of April, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and Vigilant Solutions, LLC (“Vendor”). This First Amendment amends the Agreement entered into on June 7, 2017, by City and Vendor.

WHEREAS, City and Vendor entered into an agreement for the purchase of License Plate Recognition (LPR) hardware components and software products from Vigilant Solutions on June 7, 2017, and ending on May 31, 2020; and

WHEREAS, the city desires to purchase nine (9) additional three (3) camera Mobile LPR systems to be used by police department personnel; and

WHEREAS, the City will continue to pay for the annual license fees for the annual software product licenses; and

WHEREAS, the City desires to extend the agreement until May 31, 2022.

NOW, THEREFORE, CITY AND VENDOR AGREE AS FOLLOWS:

1. The recitals set forth above are incorporated by this reference as if fully set forth herein.
2. The second sentence of Section XIII subsection “D” of the Agreement, “The service fee for years two and three is \$34,720 per year,” shall be replaced with the following: “The service fee for year two (2) will be \$34,720. In year three (3), the city will purchase nine (9) additional cameras for a total cost of \$217,688.92 (including tax and associated costs for installation). The service fee for year four (4) will be \$47,150.00 and the final year, \$47,150.00.”
3. The last sentence of Section XIII subsection “D” of the Agreement, “The not to exceed amount over the total three-year term of this Agreement is \$150,000,” shall be replaced with the following: “The not to exceed amount over the total five (5) year term of this Agreement is \$425,000.”
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



Agreement No. 7907-17-PO

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn 6/4/19

Tim Flynn, Mayor¹ Date

Alexander Nguyen, City Manager

Lisa Boerner, Purchasing Manager

, Buyer

Bill Quinlan

Bill Quinlan, Vice President

4-18-2019

Date

Steve Cintron

Steve Cintron, Treasurer

4-18-2019

Date

ATTEST:

Michelle Ascencion 6/4/19

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer 6/4/19

Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.



Vigilant Solutions, LLC
 1152 Stealth Street
 Livermore, California 94551
 (P) 925-398-2079 (F) 925-398-2113

**Be smart. Be safe.
 Be Vigilant.**

Issued To:	Oxnard Police Department - Attention: Christopher Williams	Date:	04-17-19
Project Name:	ILP Subscription Renewal	Quote ID:	LMP-0686-06

Consider the "add" price for the following items:

Qty	Item #	Description
(2)	VS-IDP-03	Investigative Data Platform - Annual Subscription for 201 to 500 Sworn - State and Local <ul style="list-style-type: none"> • Commercial LPR Data access - For 201 to 500 Sworn <ul style="list-style-type: none"> ◦ Access to all Vigilant commercially acquired national vehicle location data ◦ Unlimited use by authorized agency personnel to complete suite of LEARN data analytics ◦ Includes full use of hosted/managed LPR server account via LEARN • FaceSearch with Vigilant Image Gallery Access For 201 to 500 Sworn <ul style="list-style-type: none"> ◦ Access to all agency/shared images and Vigilant Image Gallery ◦ Unlimited use by authorized agency personnel to all FaceSearch tools ◦ Image gallery of up to 50,000 images
Subtotal Price (Excluding sales tax)		\$65,500.00

Qty	Item #	Description
(1)	VS-ILP-3M3RE	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 500 Sworn <ul style="list-style-type: none"> • 3-Camera Mobile LPR system - Quantity = 3 LPR Systems <ul style="list-style-type: none"> ◦ Power over Ethernet (POE) LPR cameras ◦ Lens configuration to be confirmed by customer at time of order • CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> ◦ Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> ◦ LEARN Data Analytic Tools ◦ Unlimited Commercial LPR data Access ◦ Hosting, data and system management of LPR data ◦ LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> ◦ Image gallery of up to 50,000 images
Subtotal Price (Excluding sales tax)		\$62,390.00

*

Qty	Item #	Description
(6)	Mobile LPR SYS-1 CDM-3-244-RHD	Mobile LPR 3-Camera Reaper High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none"> • Qty=1 8mm lens package • Qty=2 16mm lens package • Shield Digital Signal Processor - No moving parts • Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> ◦ Single point power connection • Field installed GPS receiver for MDC (USB Connect) <u>Software:</u> <ul style="list-style-type: none"> • CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> ◦ LPR vehicle license plate scanning / real time alerting ◦ Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$76,200.00

Qty	Item #	Description
(9)	VS-LBB-FS-VBAR-02-A	LPR Camera Mounting Brackets - For Federal Signal Valor light bar - Complete Set <ul style="list-style-type: none"> • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with Federal Signal Valor light bar • Mounts up to four (4) LPR cameras
Subtotal Price (Excluding sales tax)		\$9,450.00

Qty	Item #	Description
(9)	VS-TD-RELOC	NOSE TURN DOWN RELOCATION KIT VALR
Subtotal Price (Excluding sales tax)		\$990.00

Qty	Item #	Description
(9)	USB-CABLE-EXTENDER-6FT	USB CABLE EXTENDER 6FT <ul style="list-style-type: none"> • USB Cable Extender for GPS Units • USB CABLE EXTENDER 6FT
Subtotal Price (Excluding sales tax)		\$27.00

Qty	Item #	Description
(1)	VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(9)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$7,650.00

Qty	Item #	Description
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$500.00

Qty	Item #	Description
(1)	CLK Fees	Annual Camera License Key fees on existing hardware <ul style="list-style-type: none"> • 27 CLK Fees due (ILP CLKs included with ILP) in Year 1 @ tier 3 contractual rate • 36 CLK Fees due in Year 2 @ tier 3 contractual rate • 36 CLK Fees due in Year 3 @ tier 3 contractual rate
Subtotal Price (Excluding sales tax)		\$39,600.00

Qty	Item #	Description
(9)	CDMS32HWW	3-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 & 3 <ul style="list-style-type: none"> • Full mobile LPR hardware component replacement warranty • Applies to 3-Camera hardware system kit • Valid for 2 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$28,350.00

Qty	Item #	Description
(6)	VS-SHP-01	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> • Applies to each Mobile LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$780.00

Qty	Item #	Description
(9)	Hardware Installation	Installation of Vigilant Hardware
Subtotal Price (Excluding sales tax)		\$9,000.00

Qty	Item #	Description
(1)	Tax	CA sales tax on hardware @ 7.75%
Subtotal Price (Excluding sales tax)		\$11,551.92

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. Software is manufactured under strict Vigilant Solutions standard.
5. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
6. This Quote does not include anything outside the above stated bill of materials.
7. 3 years commercial data included.
8. 9 3-camera mobile units with 3 years hosting and warranty included.
9. 3 years CLKS on existing mobile units included.

Quoted by: Lindsay Plummer - 248-878-1053 - lindsay.plummer@vigilantsolutions.com

Total Price (Excluding sales tax)	\$311,988.92	(Including All Adds)
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City Manager Contract List for 06/27/2017

Contracts from \$25,000 to \$250,000

C Purchase of Three (3) Automated License Plate Reader (ALPR) Camera Systems

Vendor:	Vigilant Solutions	Amount to be Approved:	\$150,000
Type:	Original Agreement	Current FY Amount:	\$77,975
Agreement No.:	7907-17-PO	Total Contract Amount:	\$150,000
Amendment No.:	N/A	Funding Source:	Asset Forfeiture FY2016-17 and GVS Grant
Purchase Order No.:	3241	Vendor Selection Process:	Negotiated Contract
Begin Date:	06/07/2017	# of Bids/Proposals/Quotes:	N/A
End Date:	06/07/2020	Project Manager:	Commander Christopher Williams
Term:	3 Years	Department:	Police Department
		Telephone:	805-207-7234
		Email:	christopher.williams@oxnardpd.org

Purpose:

Staff is requesting authorization to enter into an Agreement with Vigilant Solutions (7907-17-PO) in the amount of \$150,000 for the purchase of three (3) Automated License Plate Reader (ALPR) camera systems. In everyday patrol, ALPR equipped police units simply drive through the City as the cameras automatically record license plates, their GPS coordinates and the time. The software then compares each license plate read to a database comprised of wanted vehicles. Investigators have the ability to view all prior sightings of a particular vehicle as well as its GPS location, date and time of each sighting. This tool has proved invaluable for investigators in locating suspects.

In addition to the ALPR, Vigilant Solutions is including software that will assist investigators in identifying suspects, commercial data, maintenance and licensing in the cost.

Staff researched companies and located three that dealt with ALPR camera systems. After analyzing what each company offers, Vigilant Solutions was the only company that met our operational needs.



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 7th Day of June, 2017 by and between Vigilant Solutions, LLC, a Delaware company, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and The City of Oxnard, through the Oxnard Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 300 West Third Street, Oxnard CA 93030 ("Affiliate").

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

WHEREAS, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate 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, Affiliate 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, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or Lineup brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Criminal Justice Information Services Division" or **"CJIS"** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.





"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

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

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

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

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

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

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate 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, estoppel or otherwise. Affiliate 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 Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). The total term of this Agreement shall not exceed three (3) years without an amendment by the parties. This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate'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, Affiliate may also pay in advance for more than one Service Period.

B. **Affiliate Termination.** Affiliate 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 Affiliate 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 Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate 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 Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate 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 breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate 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, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate 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 Affiliate'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 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 Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate 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 Affiliate 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 Affiliate that Affiliate'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.**

Affiliate 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 Affiliate 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 Affiliate's Technical Support Agents through e-mail, fax and telephone.

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

Affiliate 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 Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate 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 Affiliate's application for a CLK, Affiliate'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. Affiliate 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, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured a solid network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Commercial LPR Data and LEA LPR Data.

Vigilant retains all title and rights to Commercial LPR Data. Users shall not utilize Commercial LPR Data on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data and LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data is governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate 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 agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.



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

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the following CJIS requirements:

1. Affiliate agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for data.
2. Affiliate agrees to protect systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
3. Affiliate will only provide access to Vigilant systems and Affiliate-owned LEA information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
4. Affiliate agrees to create and retain activity transaction logs to enable auditing by the LEA data owners, Vigilant staff, and FBI CJIS if requested.
5. Affiliate agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by client LEA agencies at Affiliate's own expense.
6. Affiliate agrees to reinforce staff policies for creating user accounts with only one Affiliate domain email addresses for each user. Exceptions may only be granted in writing by Vigilant.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

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

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application



X Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate 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 Affiliate 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
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00
ILP Subscriber CLK Renewal Fees	\$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 Affiliate 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. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is three (3). All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates 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 Affiliate 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 Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.



D. **Total Fees.** Notwithstanding any other section of this Agreement, the fee for the initial term of this Agreement is \$72,980 plus \$4,935.20 in tax, which includes all first year service fees and the equipment purchase detailed in Exhibit B attached hereto and incorporated herein by reference. The service fee for years two and three is \$34,720 per year. The not to exceed amount over the total three year term of this Agreement is \$150,000.

E. **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, or (ii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase at least thirty (30) days before the date that Vigilant invoices Affiliate 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 AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. **Indemnity during Site Visit.** Notwithstanding section A, Vigilant hereby agrees to indemnify, hold harmless, and defend Affiliate from any and all liability, damages, costs and financial loss, including all costs and expenses of litigation or arbitration, resulting from any wrongful or negligent acts or omissions while on the Affiliate's property during the installation of the equipment detailed in Exhibit A by Vigilant or its agents, employees, contractors, or consultants.

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

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

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

F. **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.

G. **Relationship.** The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and



shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

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

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

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

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

L. **Right to Audit.** Affiliate, 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 Sub Agreements.

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

N. **Authorized Representatives; Technical Support Agents.** Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its



Authorized Representative, and Affiliate 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.

O. **Insurance.** Vigilant shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-I, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Affiliate's Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vigilant obtain and maintain such insurance coverages.

Vigilant shall, prior to performance under this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS INS-I. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS INS-I.

Maintenance of proper insurance coverages by Vigilant is a material element of this Agreement. Vigilant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach 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: 5-26-2017

Signature: [Signature]

Authorized Agent: Steve Cintron

Title: Chief Financial Officer

Date: 5/26/2017

Signature: [Signature]

AFFILIATE - CITY OF OXNARD

[Signature] 6-28-17
Greg Wyhoff, City Manager Date

APPROVED AS TO FORM:

[Signature] 5/30/17
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

[Signature] 5/30/17
[name], Project Manager Date

[Signature] 5/30/17
[name], Department Head Date

APPROVED AS TO INSURANCE:

[Signature] 6/12/17
Mike More, Risk Manager Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;



Enterprise Service Agreement

Contact Information Worksheet

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

Enterprise License Agreement Holder			
Company / Agency Name:	City of Oxnard/ Oxnard Police Department		
Company / Agency Type:			
Address: 300 West Third Street,			
Oxnard, CA 93030			
Primary Contact			
Name: Christopher Williams			
Title: Commander	Phone:	805-385-8290	
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 A: Option # 2 ILP Tier Package Components

Part #	Item Description
VS-ILP-1M3RE	ILP Mobile Bundle for Agencies of Up to 100 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- One (1) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 5,000 Images
VS-ILP-2M3RE	ILP Mobile Bundle for Agencies of 101 to 200 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Two (2) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 20,000 Images
VS-ILP-3M3RE	ILP Mobile Bundle for Agencies of 201 to 500 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Three (3) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 50,000 images
VS-ILP-4M3RE	ILP Mobile Bundle for Agencies of 501 to 1,000 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Four (4) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 75,000 images



VS-ILP-5M3RE	ILP Mobile Bundle for Agencies of 1,001 to 1,500 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Five (5) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 100,000 Images
VS-ILP-6M3RE	ILP Mobile Bundle for Agencies of 1,501 to 2,000 Sworn Includes: <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Five (5) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 200,000 Images



Quote For:

**Oxnard Police Department
ILP Package, Year 1**

Quoted By:

**Vigilant Solutions LLC
Greg Mills**

Date: 05-25-17

Be Smart. Be Safe. Be Vigilant.



Vigilant Solutions LLC
 2021 Las Positas Court - Suite # 101
 Livermore, California 94551
 (P) 858-287-0067

Be smart. Be safe.
 Be Vigilant.

Attention:	Oxnard Police Department	Date:	5/25/2017
Project Name:	ILP Package, Year 1	Quote Number:	GSM-0420-03

PROJECT QUOTATION

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

Qty	Item #	Description
(1)	VS-ILP-3M3RE	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 500 Sworn <ul style="list-style-type: none"> • 3-Camera Mobile LPR system - Quantity = 3 LPR Systems <ul style="list-style-type: none"> ◦ Power over Ethernet (POE) LPR cameras ◦ Lens configuration to be confirmed by customer at time of order • CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> ◦ Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> ◦ LEARN Data Analytic Tools ◦ Unlimited Commercial LPR data Access ◦ Hosting, data and system management of LPR data ◦ LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> ◦ Image gallery of up to 50,000 images
(3)	Hardware Installation	Installation of Vigilant Hardware
(3)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set <ul style="list-style-type: none"> • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen, Code3, TOMAR, Federal Signal, Argent S2 Light Bars • Mounts up to four (4) LPR cameras
(1)	VS-LEARN-H	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract

(1)	SSU-LN-COM	Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account <ul style="list-style-type: none"> • New client account setup via national LPR server • Required for all hosted/managed LEARN client accounts
(3)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRNG	Vigilant End User Training for LPR Systems <ul style="list-style-type: none"> • End user training for Vigilant products <ul style="list-style-type: none"> ◦ Covers all client purchased applications ◦ Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(1)	Tax	Tax on Hardware
Subtotal Price		\$77,915.20

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
3. Central compute resource hardware sold separately unless explicitly stated above.
4. All hardware components to have standard One (1) year hardware warranty.
5. This Quote does not include anything outside the above stated bill of materials.
6. Extended hardware warranty not included. Additional 1-4 years available.
7. One year of services included.

Quoted by: Greg Mills - 858-287-0067 - greg.mills@vigilantsolutions.com

Total Price	\$77,915.20
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

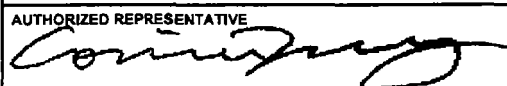
PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: PHONE (A/C No, Ext): 650-573-1111 FAX (A/C No): 650-378-4361	
	E-MAIL ADDRESS:	
INSURED Vigilant Solutions, LLC VaaS International Holdings, Inc. 2021 Las Positas Court #101 Livermore CA 94551	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyd's of London	NAIC #
	INSURER B: Atlantic Specialty Ins Company <i>AX</i>	27154
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 218495104** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7110158390000	5/10/2017	5/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	7110158390000	5/10/2017	5/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7110158390000	5/10/2017	5/10/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UCS260189017	5/10/2017	5/10/2018	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Oxnard, its officers, agents, employees and volunteers are named as additional insured regarding general liability per the attached endorsement. General Liability waiver of subrogation applies and coverage is primary and non-contributory per attached. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER City of Oxnard Risk Manager 300 West Third Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none">o Work performed by youo Premises you own, rent, lease or occupyo Equipment you lease	9. Duties in Event of Occurrence, Claim or Suit
3. Aggregate Limit Per Location	10. Expected or Intended Injury (PD)
4. Blanket Waiver of Subrogation	11. Incidental Medical Malpractice
5. Bodily Injury Redefined – Mental Anguish	12. Medical Payments
6. Broadened Named Insured	13. Mobile Equipment Redefined
7. Broadened Property Damage <ul style="list-style-type: none">o Borrowed Equipmento Customers' Goodso Use of Elevators	14. Newly Acquired or Formed Organizations
	15. Non-Owned Aircraft
	16. Non-Owned Watercraft
	17. Personal and Advertising Injury
	18. Product Recall Expense
	19. Supplementary Payments Increased Limits

* 1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

*2. **ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT**

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

5. To any:

(a) Lessor of equipment after the equipment lease terminates or expires; or

(b) Owners or other interests from whom land has been leased; or

(c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

c. Limits of Insurance applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and in the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. AGGREGATE LIMIT PER LOCATION

- a. Under Section III – Limits of Insurance, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under Section V – Definitions, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



4. BLANKET WAIVER OF SUBROGATION

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under Section V, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROADENED NAMED INSURED

Section II – Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

- a. The Damage To Property exclusion under Section I Coverage A is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
2. The exclusions for
 - (a) Property loaned to you;
 - (b) Personal property in the care, custody or control of the insured; and
 - (c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$35,000 per "occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.