AGREEMENT BETWEEN FIFE POLICE DEPARTMENT
AND
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY

AUTO THEFT PREVENTION 2019 MINI GRANT PROGRAM AWARD SHEET

1. Award Recipient Name and Address:
   Fife Police Department
   3737 Pacific Hwy E STE 110
   Fife, WA 98424
2. Contact: Pete Fisher
   Title: Chief
   Telephone: (253) 896-8266
3. Project Title
   ALPR Grant Request
4. Award Period:
   04/19/2019 – 06/30/2019
5. Grant No:
   FIFE MINI GRANT 19
6. Funding Authority:
   WASHINGTON AUTO THEFT PREVENTION AUTHORITY
7. Amount Approved:
   $20,000.00
8. Service Area:
   Pierce County

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9. Requests for reimbursement under this agreement are subject to the following Budget:

Description		Requested Funding	WATPA Approved
1)	Equipment	23,900.39	20,000.00
	FINAL	**23,900.39**	**20,000.00**

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Agreement Specific Terms and Conditions, and Agreement General Terms and Conditions.

WATPA

Name/ Michael Painter
Title WATPA, Executive Director

Date: 4/24/2019

RECIPIENT

Pete Fisher

Name/
Title

Date: 4/24/19

HOSTED EOC CLOUD SERVICES
MASTER AGREEMENT

THIS AGREEMENT is effective as of the last date signed below, by and between, Selex ES Inc. ("Selex"), a Delaware registered corporation, with offices at 4221 Tudor Lane, Greensboro, NC, 27410, and Fife Police Department, headquartered at 3737 Pacific Highway East, Fife, WA, 98424 ("Customer");

WHEREAS Selex is in the business of developing, manufacturing, and support of the ELSAG Automatic License Plate Recognition (ALPR) systems, including the ELSAG Enterprise Operations Center (EOC) software, that reads and collects vehicle license plate data, as well as offering cloud hosting and related services for collection and storage of this data; and

WHEREAS Customer is the operator and owner of and all rights, title, and interest, including copyright, in and to, its Customer Data as collected and transmitted via the ALPR systems; and

WHEREAS Customer wishes to retain the services of Selex to provide access to the ELSAG cloud-hosted EOC software and ALPR data storage services, and to provide other related services as detailed in this Agreement, and where Selex is responsible for providing the ALPR hardware, related software, and infrastructure of the Hosted solution;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises, mutual covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions:**
   a. "Agreement" shall mean the terms of this Hosted Cloud Master Services Agreement (MSA), as well as any documents incorporated herein, including any and all Addenda, as well as the ELSAG Software Licensing Agreement, Standard Software Maintenance, and Hardware Maintenance Agreement, as applicable.

   b. "Cloud Components" shall mean such elements of the ALPR System as Selex hosts pursuant to this Cloud MSA.

   c. "Customer Data" shall mean any content, materials, data, and information in electronic form that is derived and transmitted via Customer's use of an Automatic License Plate Recognition (ALPR) system and stored on the Cloud Server hosted by Selex per the terms of this Agreement. Customer Data shall not include any component of the Services or material provided by or on behalf of Selex.

   d. "Licensed Software" shall mean the ELSAG Enterprise Operations Center (EOC), mobile Car System software, or Application Program Interface (API), as owned by Selex, and licensed to Customer for use in ALPR system per the License Agreement incorporated herein.

   e. "Customer's Authorized Users" shall mean those users authorized by the Customer to log in and access Customers' Data via the hosted cloud server provided by Selex per the terms of this Agreement.

   f. "Personally Identifiable Information" shall include information that can be used to distinguish or trace an individual's identity such as name, Social Security number, biometric

records, alone or when combined or linkable with other identifying information such as name, date of birth, mother's maiden. *A Criminal History record contains PII.*

2. **Services**
   a. Selex shall provide cloud-based EOC software, data hosting, storage, access, and related Services to Customer in accordance with the terms of this Agreement, (hereinafter referred to as the "Services").

   b. Customer acknowledges that Selex cannot guarantee specific data transfer rates nor storage capacities, due to the variables associated with Customer's hardware configuration, source internet connection, access to, and use of the Services.

   c. Selex shall provide Customer access to the data through the ELSAG Enterprise Operations Center Software using credential-based login. Customer will not have access to server management features nor direct access to the physical hardware. In addition, Customer will not have direct access to the Service's underlying operating environment, except through the EOC's web-based interface.

   d. Selex shall provide technical and support services ("Support Services") to Customer on a 24-hour basis via telephone hotline support (1-866-967-4900). Selex's Support Services obligations to the Customer shall be limited to providing matters pertaining to the Cloud Components including EOC software, in accordance with the ELSAG Software Warranty incorporated herein. Selex does not provide technical support for any third-party data or software of any kind.

   e. **System Revisions.** Selex may revise the features and functions of the Cloud Components at any time, provided no such revision materially reduces features or functionality provided pursuant to this Agreement. Such revisions may include periodic EOC and Car System Software updates, upgrades, fixes, features, and enhancements in accordance with release dates and schedules as determined by Selex.

   f. **User Group Privileges.** Selex shall establish overall user Group access privileges in accordance with an applicable Customer User List as detailed in Addendum 1, and as mutually agreed between the Parties.

   g. **Data Sharing.** As directed by the Customer, and based upon mutual agreement between the Parties, Selex may provide the ability to share data with other law enforcement agencies, information networks such as the National Law Enforcement Telecommunications System (NLETS), or other authorized law enforcement data service, from within the Hosted Cloud environment. Customer will be required to complete and sign the Data Sharing Addenda per Section 3(b) of this Agreement. Data feeds to services outside the Selex Cloud Hosted EOC system are subject to additional fees for service.

3. **Customer Obligations.**
   a. Prior to signing this Agreement, Customer shall appoint, and name herein, an authorized representative as a single point of contact within its organization, a "System Administrator", who will provide Selex with any necessary or relevant information pertaining to the Services hereunder, including authorizing inter-agency data sharing directives (Addendum 2 and Addendum 3), assignment of Customer User (Addendum 1) access privilege information, and who shall have the authority to make decisions or obtain decisions from other Customer authorities as applicable. A backup POC may also be appointed if necessary.

      i. Customer's authorized representative(s) and Point of Contact shall be as listed:

         (1) Name: Sergeant Ryan Wyrwitzke

Phone (Office): 253-896-8282

Phone (Mobile): 253-250-2340

Email: rwyrwitzke@cityoffife.org

(2) Name: _____

Title: _____

Phone (Office): _____

Phone (Mobile): _____

Email: _____

b. Customer shall also provide:

   i. A complete Customer User List form (Addendum 1), to include each users' full name, title, and email address (per the template form as provided by Selex). Customer shall provide an updated Customer User List as soon as it become aware of any changes to the authorized Customer User information.

   ii. Subject to the provisions of this Agreement, Customer shall be responsible to authorize its own Customer Users to access and use the Services per established Groups, in such numbers and according to the Customer User List.

   iii. A completed and signed Addendum 2, specifying Customer's preferences for inter-agency data sharing with other local, county, and state law enforcement agencies, and/or other entities as appropriate. As needed, Customer shall provide Selex with an completed Addendum 3, as well as information regarding plans for inter-agency data sharing and any applicable Memorandum of Understanding (MOU) existing for this purpose.

c. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation, by protecting its passwords and other log-in information. Customer shall notify Vendor immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

d. Customer shall make no representations or warranties regarding the System or any other matter, to Customer's Users or any other third party, from or on behalf of Selex, and Customer shall not create or purport to create any obligations or liabilities for Selex. Customer will be jointly and severally liable to Selex for Customer's Users' acts and omissions related to the System. Selex will have no obligation to provide support or other services to Customer's Users without proper authorization by the Customer per the terms of this Agreement.

e. Customer must purchase and maintain an active Software Warranty and/or Hardware Warranty (when eligible and available) on all ALPR systems connected to the Hosted EOC Server to receive the Services detailed and provided under this Agreement.

4. **Fees for Services**

a. In consideration for the Services provided, the Customer agrees to compensate Selex in accordance with the Fee Schedule as set out in Schedule A. Selex will not be required to refund the Fee under any circumstances.

b. Selex shall invoice the Customer for the Services in accordance with Schedule A. Any payment which is not made within thirty (30) days after the date of the invoice shall be deemed to be overdue. Interest on overdue accounts shall accrue at (3%) percent per month.

5. **Term of this Agreement**
   a. The term of this Agreement shall be twelve (12) months, to commence upon initial activation of EOC server access. Thereafter, the term of this Agreement shall automatically renew for successive twelve (12) month terms, unless terminated per the Termination provisions herein.
   b. Selex reserves the right to revise Fees upon thirty (30) business days' written notice to Customer prior to renewal of the annual contract term. Any Fee adjustments shall require a written Amendment to this Agreement with mutual agreement between the Parties.

6. **Termination**
   a. After the initial 12-month term, either Party may terminate this Agreement by providing Notice to the other Party at least 60 days prior to the end of the then effective Term.
   b. Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten business (10) day period.
   c. Notwithstanding the forgoing, and pursuant to sections 11, 12, 13, and 15 (Dispute Resolution), Selex may immediately terminate this Agreement and the associated Services in the event that Selex, in its sole discretion, determines that:
      i. Customer's nonpayment of the Fees for Service after 60 days; or
      ii. Customer is using or allowing, authorizing, or assisting the hosted server to be used by a third-party user or competitor not affiliated with the Customer agency, nor designated on the Customer User List, or for illegal or unauthorized purposes; or
      iii. Customer Data is in breach of any law, including, but not limited to, laws governing the collection of LPR data.
   d. In the event of termination of this Agreement for any reason:
      i. The Customer shall be obligated to pay for Work already received or completed.
      ii. The Hosted Cloud Server will no longer accept new data from the Customer's ALPR system. Selex shall continue to provide Customer with access to existing Customer Data residing on the Hosted Cloud Server during a "Transition Period," to comply with the Customer's data retention policies, but in any event, no longer than 90 days from the date that Termination is effective.
      iii. During the Transition Period, Customer shall have the responsibility to transfer all Customer-owned data from the Hosted Cloud Server, and to comply with any applicable local, state, or federal laws related to the retention and destruction of the ALPR data.

7. **Data Transfer and Disk Space**
   The Customer shall be allotted an amount of bandwidth and disk storage as may be specified in Schedule A, based on planned read volume and typical usage. If the bandwidth and disk storage limits are exceeded, Selex shall notify the Customer, and work with the

Customer to adjust the Capacity Planner accordingly. Customer may be subject to additional fees based on increases to additional bandwidth or disk storage needs.

8. **Customer Data and Security**
   a. Customer acknowledges that only license plate recognition data will be provided to Selex and stored on the hosted server (Customer Data), to include: hotlist information; plate images; vehicle images; GPS coordinates; date and time stamps; and information identifying the originating camera and users' access logs. In no event shall Personal Identifiable Information (PII) be collected or stored on the hosted Cloud Server provided by Selex to Customer per the terms of this Agreement. Customer acknowledges that Selex shall have no liability for failure to provide protections for PII; and Customers systems are not intended for management or protection of PII and may not provide adequate or legally required security for PII.

   b. Use of Customer Data. Unless it receives Customer's prior written consent, Selex

      i. shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and

      ii. shall not intentionally grant any third-party access to Customer Data including, without limitation, Selex's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Selex may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Selex shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

   c. Selex shall deploy technology to detect threats to Customer Data and use best efforts to notify Customer of any such threat when detected by Selex.

   d. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. Selex offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

   e. Customer agrees to indemnify, defend and hold Selex, its affiliates and their respective officers, directors, employees and agents, harmless from and against any and all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising out of or in connection with any Customer Data.

9. **Covenant of Confidentiality**
   a. Customer hereby grants Selex a nonexclusive, nontransferable license to access the Customer Data as necessary to fulfill the Services as described in this Agreement. Upon prior written request and mutual agreement, Customer shall also grant Selex access to data for marketing and training purposes, limited to a visual demonstration of the functionality of the system to potential and existing Selex customers, provided Selex complies with the restrictions set forth herein.

   b. Selex shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any of the Customer's confidential information ("Confidential Information") learned by Selex in the course hereof. Confidential Information shall include:

      i. Customer's plans for the ALPR Data; or

      ii. Specifications of the Customer's ALPR Data and any future development plans; or

iii. Concepts relating to the Customer's use of the ALPR Data.

c. Notwithstanding the forgoing, this confidentiality obligation shall not apply to any information which is already known to the public or in the event that Selex receives a validly issued administrative or judicial order, warrant or other process that requires the Selex to disclose all or part of the Confidential Information or is otherwise required to disclose any Confidential Information in order to comply with any law.

10. Intellectual Property Rights

a. Selex owns and shall continue to own all proprietary rights in all applications, systems, code, documentation, and related content that Selex supplies as part of the Services (Selex Intellectual Property). Customer shall not provide its assigned EOC connection or log in information to any users not affiliated with the Customer agency, nor designated in the Customer User List, nor to any third party unless mutually agreed between the Parties. Failure to comply with Selex's Intellectual Property rights shall be deemed a breach of this Agreement.

b. Customer owns and shall continue to own all proprietary rights in the Customer Data transmitted and stored on the Hosted Cloud Server.

11. Compliance with the Law

a. It is Customer's responsibility to use the Services in compliance with all applicable federal, state, and local laws and policies.

b. Customer acknowledges and agrees that Selex may elect at its sole discretion to monitor the activities of the Customer on the server; such monitoring shall be limited to legal purposes and to ensure the activities are in compliance with this Agreement. In the event that Selex becomes aware or reasonably believes, in its sole discretion, that the Services are being used for illegal purposes, Selex shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

c. Customer agrees to indemnify and hold Selex, its affiliates and their respective officers, directors, employees and agents from and against any and all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Services by Customer.

12. Representations, Warranties and Indemnifications

a. Selex represents and warrants to the Customer that:

i. Selex has the right and capacity to enter into this Agreement and to fully perform all of its obligations hereunder;

ii. Selex shall use commercially reasonable efforts to perform the Services as described herein, and in Schedule "A" attached hereto (except to the extent the Services modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.

iii. **OTHER THAN THE EXPRESS WARRANTIES STATED ABOVE, SELEX MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREUNDER OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELEX BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL OR CONSEQUENTIAL OR INCIDENTAL**

DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE OR LOSS OF DATA, OR AS A RESULT OF ANY INTERRUPTION OF SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) SELEX DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) SELEX DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

b. Customer represents and warrants to Selex that:

i. It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;

ii. All Customer Data provided hereunder shall be wholly obtained by the Customer, or the Customer has acquired the necessary rights from third parties to add their data to the Customer's database. Customer LPR Data shall not violate any local, state, or federal laws and shall not infringe any other party's copyright, patent, trademark or other intellectual property right; and

iii. Customer shall not provide assistance to any third party, nor shall it allow authorization, for any third party to use the hosted server for any illegal purpose whatsoever.

13. Indemnification

Each of the Parties hereto agree to indemnify and save harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees) resulting from any breach of any representation, warranty and/or covenant under this Agreement.

14. Notice

All legal notices pursuant to this Agreement shall be sent to the contacts and addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by electronic mail with read notice, fax with written confirmation of receipt, or by certified mail return receipt requested.

To the Customer:
Sergeant Ryan Wyrwitzke
Fife Police Department
3737 Pacific Highway East
Fife, WA 98424
Phone (Office): 253-896-8292
Mobile: 253-250-2340
Email: rwyrwitzke@cityoffife.org

To Selex:
Ross Jureit
General Counsel
Selex-ES, Inc.
4221 Tudor Lane
Greensboro, NC 27410

O: 336-379-7135
Ross.jureit@leonardocompany-us.com

15. Dispute Resolution

In the event of dispute, either Party may call for escalation by written notice to the other. Within 10 business days of such notice, each party shall designate an executive with authority to make commitments that would resolve the dispute (a "Senior Manager"). The Parties' Senior Managers shall meet in person or by telephone ("Dispute Conference"), and shall negotiate in good faith to resolve the dispute. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither party shall initiate arbitration or litigation until 10 business days after the Dispute Conference.

16. Independent Contractors

Selex and Customer are independent contractors, and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be construed to constitute the Parties as partners, or principal and agent for any purpose whatsoever, nor to create a partnership, joint venture, or agency between the Parties. Neither Party will bind, or attempt to bind, the other Party hereto to any contract or other obligation, and neither Party will represent to any third party that it is authorized to act on behalf of the other Party to this Agreement.

17. Force Majeure

Neither party hereto shall be responsible for any losses or damages to the other party occasioned by delays in the performance or non-performance of any of said party's obligations, except with respect to payment obligations, when such delays or non-performance are caused by Acts of God, strike, acts of war, or any other force majeure event the cause of which is beyond the reasonable control of the said party.

18. Severability

In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

19. Assignment

Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

20. Governing Law

This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of North Carolina, without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

21. Entire Agreement

This Agreement, including the recitals and Schedule(s), sets forth the entire agreement between the parties with respect to the subject matter hereof, and shall be amended only by a writing signed by the Parties.

22. Counterparts

This Agreement may be executed in one or more counterparts, in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their respective duly authorized representatives, effective on the last date as written below.

Fife Police Department		**Selex ES Inc.**	
By:		By:	
Print Name:	Hyun Kim	Print Name:	
Title:	City Manager	Title:	
Date:	6-10-19	Date:	

APPROVED AS TO FORM:

City Attorney

SCHEDULE A

FEE SCHEDULE

Annual fee of $600.00 (plus any taxes that may be applicable), for connection of one (1) mobile/fixed ALPR system, with one (1) year data retention. This fee will be recalculated for increases above one (1) mobile ALPR systems.

Customer agrees to purchase relevant Hardware and/or Software Warranty coverage for any ALPR systems connected to the Hosted EOC server, and to pay associated warranty coverage fees as agreed between the Parties.

ADDENDUM 1

Customer User List

Customer :

No.	Last Name	First Name	Title	Email address:
1				
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ADDENDUM 2 to the
Hosted EOC Cloud Services Agreement

Customer Data Sharing Directive

This Addendum One references the Hosted EOC Cloud Services Agreement ("Agreement") by and between Selex ES Inc. and _____, ("Customer"), dated as of _____, with the following terms incorporated therein. Capitalized terms used in this Addendum shall have the meaning given to such terms in the Agreement.

Customer hereby specifies the data sharing permissions as follows (check all that apply):

1. ALPR Read Data Sharing: Customer does authorize Selex to allow sharing of the Customer's Automatic License Plate data reads residing on the ELSAG EOC Cloud Storage Service (EOC Cloud Server) with the following (check a. and/or b. only, or c as applicable):

   ☒ a. Any and all authorized users of local, county, and state law enforcement agencies that also house data on the EOC Cloud Server;

   ☐ b. Any external law enforcement data networks (e.g., NLETS and HIDTA); OR

   ☐ c. Only those law enforcement agencies or entities as listed in Addendum 3 (Complete Addendum 3, indicating agencies and entities with which Customer would like to share data).

2. Hotlist Data Sharing: Customer does authorize Selex to allow sharing of the Customer's hotlist data residing on the ELSAG EOC Cloud Storage Service (EOC Cloud Server) with the following (check a. and/or b. only, or c as applicable):

   ☒ a. Any and all authorized users of local, county, and state law enforcement agencies that also house data on the EOC Cloud Server;

   ☐ b. Any external law enforcement data networks (e.g., NLETS and HIDTA); OR

   ☐ c. Only those law enforcement agencies or entities as listed in Addendum 3 (Complete Addendum 3, indicating agencies and entities with which Customer would like to share data).

3. Customer authorizes Selex to access Customer data for efforts related to sales and marketing of the Selex-hosted EOC Cloud Server to potential customers, such efforts to include product demonstrations, trade shows, conferences, etc.

   ☐ YES ☒ NO

The Parties acknowledge that any amendments to this Addendum shall be in writing and signed by the duly authorized representatives of both Parties.

This Addendum shall be effective upon signature below by both Selex's and Customer's duly authorized representatives, as of the last date indicated below.

<Customer>	Selex ES Inc.
By:	By:
Title: City Manager	Title:
Signed: Hyun Kim	Signed:
Date: 12/16/19	Date:

ADDENDUM 3 to the HOSTED EOC CLOUD SERVICES AGREEMENT
Customer Agency Data Sharing Directive

This Addendum 2 references the Hosted EOC Cloud Services Agreement ("Agreement") by and between Selex ES Inc. and Customer, dated as of _____, and serves as Customer's authorized Directive on Data Sharing preferences per Addendum 1 of said Agreement.
By signature of its duly authorized representative below, Customer agrees to share EOC Cloud-hosted data with the following Agencies and Entities as listed herein.

By signing this Addendum 2, Customer authorizes Selex to facilitate data sharing with the agencies listed herein; and (as applicable), Customer has executed a written Memorandum of Understanding (MOU) or a similar type agreement, with each agency herein, specifying those terms governing the data sharing arrangement. Selex agrees to facilitate data sharing between Customer and the agencies or entities listed herein only at the direction of the Customer, and shall not be held liable by Customer, its affiliates, or assigns, for any damages as a result of facilitating Customer's Directives of this Addendum 2. The Parties acknowledge that any changes to this Matrix shall require a new Addendum 2 form to be submitted to Selex, and signed by a duly authorized representative of the Customer.

No.	Full Legal Name of Agency/Entity	City, State, ZIP	Contact Name and Title	Contact Phone	Contact Email	Description of Sharing Preferences (eg. Allow viewing and modification; hostlist only; export to NLETS)
1						
2						
3						
4						
5						
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14						
15						

This Addendum 3 shall be effective upon signature of duly authorized representatives of the Parties, as of the date indicated below.

Selex ES Inc.

By:

Print Name:

Title:

Date:

Customer:

By:

Print Name:

Title

Date:

HOSTED EOC CLOUD SERVICES
MASTER AGREEMENT

THIS AGREEMENT is effective as of the last date signed below, by and between, Selex ES Inc. ("Selex"), a Delaware registered corporation, with offices at 4221 Tudor Lane, Greensboro, NC, 27410, and Fife Police Department, headquartered at 3737 Pacific Highway East, Fife, WA, 98424 ("Customer");

WHEREAS Selex is in the business of developing, manufacturing, and support of the ELSAG Automatic License Plate Recognition (ALPR) systems, including the ELSAG Enterprise Operations Center (EOC) software, that reads and collects vehicle license plate data, as well as offering cloud hosting and related services for collection and storage of this data; and

WHEREAS Customer is the operator and owner of and all rights, title, and interest, including copyright, in and to, its Customer Data as collected and transmitted via the ALPR systems; and

WHEREAS Customer wishes to retain the services of Selex to provide access to the ELSAG cloud-hosted EOC software and ALPR data storage services, and to provide other related services as detailed in this Agreement, and where Selex is responsible for providing the ALPR hardware, related software, and infrastructure of the Hosted solution;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises, mutual covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions:**
   a. "Agreement" shall mean the terms of this Hosted Cloud Master Services Agreement (MSA), as well as any documents incorporated herein, including any and all Addenda, as well as the ELSAG Software Licensing Agreement, Standard Software Maintenance, and Hardware Maintenance Agreement, as applicable.

   b. "Cloud Components" shall mean such elements of the ALPR System as Selex hosts pursuant to this Cloud MSA.

   c. "Customer Data" shall mean any content, materials, data, and information in electronic form that is derived and transmitted via Customer's use of an Automatic License Plate Recognition (ALPR) system and stored on the Cloud Server hosted by Selex per the terms of this Agreement. Customer Data shall not include any component of the Services or material provided by or on behalf of Selex.

   d. "Licensed Software" shall mean the ELSAG Enterprise Operations Center (EOC), mobile Car System software, or Application Program Interface (API), as owned by Selex, and licensed to Customer for use in ALPR system per the License Agreement incorporated herein.

   e. "Customer's Authorized Users" shall mean those users authorized by the Customer to log in and access Customers' Data via the hosted cloud server provided by Selex per the terms of this Agreement.

   f. "Personally Identifiable Information" shall include information that can be used to distinguish or trace an individual's identity such as name, Social Security number, biometric

records, alone or when combined or linkable with other identifying information such as name, date of birth, mother's maiden. *A Criminal History record contains PII.*

2. **Services**
   a. Selex shall provide cloud-based EOC software, data hosting, storage, access, and related Services to Customer in accordance with the terms of this Agreement, (hereinafter referred to as the "Services").

   b. Customer acknowledges that Selex cannot guarantee specific data transfer rates nor storage capacities, due to the variables associated with Customer's hardware configuration, source internet connection, access to, and use of the Services.

   c. Selex shall provide Customer access to the data through the ELSAG Enterprise Operations Center Software using credential-based login. Customer will not have access to server management features nor direct access to the physical hardware. In addition, Customer will not have direct access to the Service's underlying operating environment, except through the EOC's web-based interface.

   d. Selex shall provide technical and support services ("Support Services") to Customer on a 24-hour basis via telephone hotline support (1-866-967-4900). Selex's Support Services obligations to the Customer shall be limited to providing matters pertaining to the Cloud Components including EOC software, in accordance with the ELSAG Software Warranty incorporated herein. Selex does not provide technical support for any third-party data or software of any kind.

   e. **System Revisions.** Selex may revise the features and functions of the Cloud Components at any time, provided no such revision materially reduces features or functionality provided pursuant to this Agreement. Such revisions may include periodic EOC and Car System Software updates, upgrades, fixes, features, and enhancements in accordance with release dates and schedules as determined by Selex.

   f. **User Group Privileges.** Selex shall establish overall user Group access privileges in accordance with an applicable Customer User List as detailed in Addendum 1, and as mutually agreed between the Parties.

   g. **Data Sharing.** As directed by the Customer, and based upon mutual agreement between the Parties, Selex may provide the ability to share data with other law enforcement agencies, information networks such as the National Law Enforcement Telecommunications System (NLETS), or other authorized law enforcement data service, from within the Hosted Cloud environment. Customer will be required to complete and sign the Data Sharing Addenda per Section 3(b) of this Agreement. Data feeds to services outside the Selex Cloud Hosted EOC system are subject to additional fees for service.

3. **Customer Obligations.**
   a. Prior to signing this Agreement, Customer shall appoint, and name herein, an authorized representative as a single point of contact within its organization, a "System Administrator", who will provide Selex with any necessary or relevant information pertaining to the Services hereunder, including authorizing inter-agency data sharing directives (Addendum 2 and Addendum 3), assignment of Customer User (Addendum 1) access privilege information, and who shall have the authority to make decisions or obtain decisions from other Customer authorities as applicable. A backup POC may also be appointed if necessary.

      i. Customer's authorized representative(s) and Point of Contact shall be as listed:

         (1) Name: Sergeant Ryan Wyrwitzke

Phone (Office): 253-896-8282

Phone (Mobile): 253-250-2340

Email: rwyrwitzke@cityoffife.org

(2) Name: _____

Title: _____

Phone (Office): _____

Phone (Mobile): _____

Email: _____

b. Customer shall also provide:

   i. A complete Customer User List form (Addendum 1), to include each users' full name, title, and email address (per the template form as provided by Selex). Customer shall provide an updated Customer User List as soon as it become aware of any changes to the authorized Customer User information.

   ii. Subject to the provisions of this Agreement, Customer shall be responsible to authorize its own Customer Users to access and use the Services per established Groups, in such numbers and according to the Customer User List.

   iii. A completed and signed Addendum 2, specifying Customer's preferences for inter-agency data sharing with other local, county, and state law enforcement agencies, and/or other entities as appropriate. As needed, Customer shall provide Selex with an completed Addendum 3, as well as information regarding plans for inter-agency data sharing and any applicable Memorandum of Understanding (MOU) existing for this purpose.

c. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation, by protecting its passwords and other log-in information. Customer shall notify Vendor immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

d. Customer shall make no representations or warranties regarding the System or any other matter, to Customer's Users or any other third party, from or on behalf of Selex, and Customer shall not create or purport to create any obligations or liabilities for Selex. Customer will be jointly and severally liable to Selex for Customer's Users' acts and omissions related to the System. Selex will have no obligation to provide support or other services to Customer's Users without proper authorization by the Customer per the terms of this Agreement.

e. Customer must purchase and maintain an active Software Warranty and/or Hardware Warranty (when eligible and available) on all ALPR systems connected to the Hosted EOC Server to receive the Services detailed and provided under this Agreement.

4. Fees for Services

a. In consideration for the Services provided, the Customer agrees to compensate Selex in accordance with the Fee Schedule as set out in Schedule A. Selex will not be required to refund the Fee under any circumstances.

b. Selex shall invoice the Customer for the Services in accordance with Schedule A. Any payment which is not made within thirty (30) days after the date of the invoice shall be deemed to be overdue. Interest on overdue accounts shall accrue at (3%) percent per month.

5. **Term of this Agreement**
   a. The term of this Agreement shall be twelve (12) months, to commence upon initial activation of EOC server access. Thereafter, the term of this Agreement shall automatically renew for successive twelve (12) month terms, unless terminated per the Termination provisions herein.
   b. Selex reserves the right to revise Fees upon thirty (30) business days' written notice to Customer prior to renewal of the annual contract term. Any Fee adjustments shall require a written Amendment to this Agreement with mutual agreement between the Parties.

6. **Termination**
   a. After the initial 12-month term, either Party may terminate this Agreement by providing Notice to the other Party at least 60 days prior to the end of the then effective Term.
   b. Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten business (10) day period.
   c. Notwithstanding the forgoing, and pursuant to sections 11, 12, 13, and 15 (Dispute Resolution), Selex may immediately terminate this Agreement and the associated Services in the event that Selex, in its sole discretion, determines that:
      i. Customer's nonpayment of the Fees for Service after 60 days; or
      ii. Customer is using or allowing, authorizing, or assisting the hosted server to be used by a third-party user or competitor not affiliated with the Customer agency, nor designated on the Customer User List, or for illegal or unauthorized purposes; or
      iii. Customer Data is in breach of any law, including, but not limited to, laws governing the collection of LPR data.
   d. In the event of termination of this Agreement for any reason:
      i. The Customer shall be obligated to pay for Work already received or completed.
      ii. The Hosted Cloud Server will no longer accept new data from the Customer's ALPR system. Selex shall continue to provide Customer with access to existing Customer Data residing on the Hosted Cloud Server during a "Transition Period," to comply with the Customer's data retention policies, but in any event, no longer than 90 days from the date that Termination is effective.
      iii. During the Transition Period, Customer shall have the responsibility to transfer all Customer-owned data from the Hosted Cloud Server, and to comply with any applicable local, state, or federal laws related to the retention and destruction of the ALPR data.

7. **Data Transfer and Disk Space**
   The Customer shall be allotted an amount of bandwidth and disk storage as may be specified in Schedule A, based on planned read volume and typical usage. If the bandwidth and disk storage limits are exceeded, Selex shall notify the Customer, and work with the

Customer to adjust the Capacity Planner accordingly. Customer may be subject to additional fees based on increases to additional bandwidth or disk storage needs.

8. **Customer Data and Security**
   a. Customer acknowledges that only license plate recognition data will be provided to Selex and stored on the hosted server (Customer Data), to include: hotlist information; plate images; vehicle images; GPS coordinates; date and time stamps; and information identifying the originating camera and users' access logs. In no event shall Personal Identifiable Information (PII) be collected or stored on the hosted Cloud Server provided by Selex to Customer per the terms of this Agreement. Customer acknowledges that Selex shall have no liability for failure to provide protections for PII; and Customers systems are not intended for management or protection of PII and may not provide adequate or legally required security for PII.

   b. Use of Customer Data. Unless it receives Customer's prior written consent, Selex

      i. shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and

      ii. shall not intentionally grant any third-party access to Customer Data including, without limitation, Selex's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Selex may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Selex shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

   c. Selex shall deploy technology to detect threats to Customer Data and use best efforts to notify Customer of any such threat when detected by Selex.

   d. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. Selex offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

   e. Customer agrees to indemnify, defend and hold Selex, its affiliates and their respective officers, directors, employees and agents, harmless from and against any and all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising out of or in connection with any Customer Data.

9. **Covenant of Confidentiality**
   a. Customer hereby grants Selex a nonexclusive, nontransferable license to access the Customer Data as necessary to fulfill the Services as described in this Agreement. Upon prior written request and mutual agreement, Customer shall also grant Selex access to data for marketing and training purposes, limited to a visual demonstration of the functionality of the system to potential and existing Selex customers, provided Selex complies with the restrictions set forth herein.

   b. Selex shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any of the Customer's confidential information ("Confidential Information") learned by Selex in the course hereof. Confidential Information shall include:

      i. Customer's plans for the ALPR Data; or

      ii. Specifications of the Customer's ALPR Data and any future development plans; or

iii. Concepts relating to the Customer's use of the ALPR Data.

c. Notwithstanding the forgoing, this confidentiality obligation shall not apply to any information which is already known to the public or in the event that Selex receives a validly issued administrative or judicial order, warrant or other process that requires the Selex to disclose all or part of the Confidential Information or is otherwise required to disclose any Confidential Information in order to comply with any law.

10. Intellectual Property Rights

a. Selex owns and shall continue to own all proprietary rights in all applications, systems, code, documentation, and related content that Selex supplies as part of the Services (Selex Intellectual Property). Customer shall not provide its assigned EOC connection or log in information to any users not affiliated with the Customer agency, nor designated in the Customer User List, nor to any third party unless mutually agreed between the Parties. Failure to comply with Selex's Intellectual Property rights shall be deemed a breach of this Agreement.

b. Customer owns and shall continue to own all proprietary rights in the Customer Data transmitted and stored on the Hosted Cloud Server.

11. Compliance with the Law

a. It is Customer's responsibility to use the Services in compliance with all applicable federal, state, and local laws and policies.

b. Customer acknowledges and agrees that Selex may elect at its sole discretion to monitor the activities of the Customer on the server; such monitoring shall be limited to legal purposes and to ensure the activities are in compliance with this Agreement. In the event that Selex becomes aware or reasonably believes, in its sole discretion, that the Services are being used for illegal purposes, Selex shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

c. Customer agrees to indemnify and hold Selex, its affiliates and their respective officers, directors, employees and agents from and against any and all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Services by Customer.

12. Representations, Warranties and Indemnifications

a. Selex represents and warrants to the Customer that:

i. Selex has the right and capacity to enter into this Agreement and to fully perform all of its obligations hereunder;

ii. Selex shall use commercially reasonable efforts to perform the Services as described herein, and in Schedule "A" attached hereto (except to the extent the Services modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.

iii. **OTHER THAN THE EXPRESS WARRANTIES STATED ABOVE, SELEX MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREUNDER OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL SELEX BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL OR CONSEQUENTIAL OR INCIDENTAL**

DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE OR LOSS OF DATA, OR AS A RESULT OF ANY INTERRUPTION OF SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) SELEX DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) SELEX DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

b. Customer represents and warrants to Selex that:

i. It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;

ii. All Customer Data provided hereunder shall be wholly obtained by the Customer, or the Customer has acquired the necessary rights from third parties to add their data to the Customer's database. Customer LPR Data shall not violate any local, state, or federal laws and shall not infringe any other party's copyright, patent, trademark or other intellectual property right; and

iii. Customer shall not provide assistance to any third party, nor shall it allow authorization, for any third party to use the hosted server for any illegal purpose whatsoever.

13. Indemnification

Each of the Parties hereto agree to indemnify and save harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees) resulting from any breach of any representation, warranty and/or covenant under this Agreement.

14. Notice

All legal notices pursuant to this Agreement shall be sent to the contacts and addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by electronic mail with read notice, fax with written confirmation of receipt, or by certified mail return receipt requested.

To the Customer:
Sergeant Ryan Wyrwitzke
Fife Police Department
3737 Pacific Highway East
Fife, WA 98424
Phone (Office): 253-896-8292
Mobile: 253-250-2340
Email: rwyrwitzke@cityoffife.org

To Selex:
Ross Jureit
General Counsel
Selex-ES, Inc.
4221 Tudor Lane
Greensboro, NC 27410

O: 336-379-7135
Ross.jureit@leonardocompany-us.com

15. Dispute Resolution

In the event of dispute, either Party may call for escalation by written notice to the other. Within 10 business days of such notice, each party shall designate an executive with authority to make commitments that would resolve the dispute (a "Senior Manager"). The Parties' Senior Managers shall meet in person or by telephone ("Dispute Conference"), and shall negotiate in good faith to resolve the dispute. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither party shall initiate arbitration or litigation until 10 business days after the Dispute Conference.

16. Independent Contractors

Selex and Customer are independent contractors, and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be construed to constitute the Parties as partners, or principal and agent for any purpose whatsoever, nor to create a partnership, joint venture, or agency between the Parties. Neither Party will bind, or attempt to bind, the other Party hereto to any contract or other obligation, and neither Party will represent to any third party that it is authorized to act on behalf of the other Party to this Agreement.

17. Force Majeure

Neither party hereto shall be responsible for any losses or damages to the other party occasioned by delays in the performance or non-performance of any of said party's obligations, except with respect to payment obligations, when such delays or non-performance are caused by Acts of God, strike, acts of war, or any other force majeure event the cause of which is beyond the reasonable control of the said party.

18. Severability

In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

19. Assignment

Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

20. Governing Law

This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of North Carolina. without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

21. Entire Agreement

This Agreement, including the recitals and Schedule(s), sets forth the entire agreement between the parties with respect to the subject matter hereof, and shall be amended only by a writing signed by the Parties.

22. Counterparts

This Agreement may be executed in one or more counterparts, in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their respective duly authorized representatives, effective on the last date as written below.

Fife Police Department		**Selex ES Inc.**	
By:		**By:**	
Print Name:	Hyun Kim	**Print Name:**	
Title:	City Manager	**Title:**	
Date:	6-10-19	**Date:**	

APPROVED AS TO FORM:

City Attorney

SCHEDULE A

FEE SCHEDULE

Annual fee of $600.00 (plus any taxes that may be applicable), for connection of one (1) mobile/fixed ALPR system, with one (1) year data retention. This fee will be recalculated for increases above one (1) mobile ALPR systems.

Customer agrees to purchase relevant Hardware and/or Software Warranty coverage for any ALPR systems connected to the Hosted EOC server, and to pay associated warranty coverage fees as agreed between the Parties.

ADDENDUM 1

Customer User List

Customer : _____

No.	Last Name	First Name	Title	Email address:
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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ADDENDUM 2 to the
Hosted EOC Cloud Services Agreement

Customer Data Sharing Directive

This Addendum One references the Hosted EOC Cloud Services Agreement ("Agreement") by and between Selex ES Inc. and _____, ("Customer"), dated as of _____, with the following terms incorporated therein. Capitalized terms used in this Addendum shall have the meaning given to such terms in the Agreement.

Customer hereby specifies the data sharing permissions as follows (check all that apply):

1. ALPR Read Data Sharing: Customer does authorize Selex to allow sharing of the Customer's Automatic License Plate data reads residing on the ELSAG EOC Cloud Storage Service (EOC Cloud Server) with the following (check a. and/or b. only, or c as applicable):

   ☐ a. Any and all authorized users of local, county, and state law enforcement agencies that also house data on the EOC Cloud Server;

   ☐ b. Any external law enforcement data networks (e.g., NLETS and HIDTA); OR

   ☐ c. Only those law enforcement agencies or entities as listed in Addendum 3 (Complete Addendum 3, indicating agencies and entities with which Customer would like to share data).

2. Hotlist Data Sharing. Customer does authorize Selex to allow sharing of the Customer's hotlist data residing on the ELSAG EOC Cloud Storage Service (EOC Cloud Server) with the following (check a. and/or b. only, or c as applicable):

   ☐ a. Any and all authorized users of local, county, and state law enforcement agencies that also house data on the EOC Cloud Server;

   ☐ b. Any external law enforcement data networks (e.g., NLETS and HIDTA); OR

   ☐ c. Only those law enforcement agencies or entities as listed in Addendum 3 (Complete Addendum 3, indicating agencies and entities with which Customer would like to share data).

3. Customer authorizes Selex to access Customer data for efforts related to sales and marketing of the Selex-hosted EOC Cloud Server to potential customers, such efforts to include product demonstrations, trade shows, conferences, etc.

   ☐ YES ☐ NO

The Parties acknowledge that any amendments to this Addendum shall be in writing and signed by the duly authorized representatives of both Parties.

This Addendum shall be effective upon signature below by both Selex's and Customer's duly authorized representatives, as of the last date indicated below.

<Customer>		Selex ES Inc.	
By:	_____	By:	_____
Title:	_____	Title:	_____
Signed:	_____	Signed:	_____
Date:	_____	Date:	_____

ADDENDUM 3 to the HOSTED EOC CLOUD SERVICES AGREEMENT
Customer Agency Data Sharing Directive

This Addendum 2 references the Hosted EOC Cloud Services Agreement ("Agreement") by and between Selex ES Inc. and Customer, dated as of _____, and serves as Customer's authorized Directive on Data Sharing preferences per Addendum 1 of said Agreement.
By signature of its duly authorized representative below, Customer agrees to share EOC Cloud-hosted data with the following Agencies and Entities as listed herein.

By signing this Addendum 2, Customer authorizes Selex to facilitate data sharing with the agencies listed herein; and (as applicable), Customer has executed a written Memorandum of Understanding (MOU) or a similar type agreement, with each agency herein, specifying those terms governing the data sharing arrangement. Selex agrees to facilitate data sharing between Customer and the agencies or entities listed herein only at the direction of the Customer, and shall not be held liable by Customer, its affiliates, or assigns, for any damages as a result of facilitating Customer's Directives of this Addendum 2. The Parties acknowledge that any changes to this Matrix shall require a new Addendum 2 form to be submitted to Selex, and signed by a duly authorized representative of the Customer.

No.	Full Legal Name of Agency/Entity	City, State, ZIP	Contact Name and Title	Contact Phone	Contact Email	Description of Sharing Preferences (eg. Allow viewing and modification; hostlist only; export to NLETS)
1						
2						
3						
4						
5						
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10						
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15						

This Addendum 3 shall be effective upon signature of duly authorized representatives of the Parties, as of the date indicated below.

Selex ES Inc.

By:

Print Name:

Title:

Date:

Customer:

By:

Print Name:

Title

Date:

Selex ES, Inc.
ELSAG ALPR/ANPR Solutions
4221 Tudor Lane
Greensboro, NC 27410

DUNS#: 198749777
FED TAX ID: 980353098

QUOTE

Prepared By: Desiree Dorrie desiree.dorrie@elsag.com
Phone: 970-560-7990

Please include the quote number on your purchase orders and email them to sales@leonardocompany-us.com for processing

Quote#: 17145
Funding Source:
Grant Details:
Payment Method:

Quote Date: 6/25/2018
Quote Expiry Date: 12/31/2018
Requested Delivery Date:
Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro
Make checks payable to Selex ES, Inc.

Contracts: No Contract Used

Comments: 3-camera lightbar mounted system with cloud storage.

Installation by Systems for Public Safety - please contact them for pricing at (253) 983-1103

Bill To:	Fife Police Department - WA 3737 Pacific Highway E Fife, WA 98424 United States	Ship To:	Fife Police Department - WA 3737 Pacific Highway E Fife, WA 98424

Product Qty	Product/Service	Unit Price	Amount
1	140013 - ELSAG Plate Hunter M6-3	$16,820.00	$16,820.00
	(1) 421835 - M6 Trunkbox, 3-4 Cameras (1) 410917 - Garmin GPS Antenna (1) 413083 - M6 Trunkbox Mounting Plate (1) 410052 - Ethernet Cable Shielded 25 ft (1) 421803 - M6 Cam 12mm 740nm (1) 421804 - M6 Cam 16mm 740nm (1) 421805 - M6 Cam 25mm 740nm (1) 412713 - M6 Perm Power Cable, No Opus (1) 412995 - Packing Foam Insert (1) 510033-CSC - Car System Version 6.X - EOC Connected		
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	411720 - Triple 16ft Camera Cable	$1,090.00	$1,090.00
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	510322-5.X - EOC Operation Center License 5.X *one-time software license per system, nonrecurring*	$1,275.00	$1,275.00

Product Qty	Product/Service	Unit Price	Amount
1	210022 - EOC Initial Configuration *Setup server for agency - only applicable to first system purchase*	$1,250.00	$1,250.00
1	411409-H1 - Class 1 EOC Server Hosting *cloud storage for one year (data retention up to one year)*	$600.00	$600.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		$0.00 $21,860.00
Upfront	Goods & Services Sub-total (Pre-tax):		$21,860.00
Tax	Tax Rate: 9.900%		$2,040.39
Total	Goods & Services Total:		$23,900.39

Purchasing Terms and Conditions

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by authorized representative of Selex ES, Inc. Selex ES, Inc. will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing and signed by an authorized representative of Selex ES, Inc.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Supplier agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of the Supplier or its licensors**. Refer to the Selex ES Software License Agreement documentation provided with the shipment**.

Payment Terms. Supplier shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Warranty. One year of warranty, 24 hour telephone support, and initial training are included your purchase. Refer to the Selex ES Warranty Coverage documentation as provided. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX ES WARRANTY COVERAGE DOCUMENTATION, SUPPLIER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO SUPPLIER'S PRODUCTS OR SERVICES.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

LEONARDO

Selex ES, Inc
Elsag ALPR/ANPR Solutions
4221 Tudor Lane
Greensboro, NC 27410
DUNS#: 198749777
FED TAX ID: 980353098

QUOTE

Prepared By: Desiree Holland desiree.holland@leonardocompany-us.com
Phone: 970-560-7990

Please include the quote number on your purchase orders and email them to orders@elsag.com for processing

Quote#: 19184
Funding Source: WATPA
Grant Details:
Payment Method:

Quote Date: 5/6/2019
Quote Expiry Date: 7/24/2019
Requested Delivery Date: 5/31/2019
Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro
Make checks payable to Selex ES, Inc.

Contracts: No Contract Used

Comments: 3-camera lightbar mounted system with cloud storage for the first year. Additional years of cloud storage are $600 annually. Washington State Patrol may offer data storage in 2020 for Elsag ALPR systems.

Bill To:	Fife Police Department - WA 3737 Pacific Highway E Fife, WA 98424 United States	Ship To:	Fife Police Department - WA 3737 Pacific Highway E Fife, WA 98424

Product Qty	Product/Service	Unit Price	Amount
1	140033 - ELSAG Plate Hunter™ M7 – 3 Camera	$16,820.00	$16,820.00
2	421920 - M7 Trunk box, 1-2 Cameras	$0.00	$0.00
1	413354 - M7 2-Trunk box Mounting Bracket	$0.00	$0.00
1	410917 - Garmin GPS Antenna	$0.00	$0.00
1	410052 - Ethernet Cable Shielded 25 ft	$0.00	$0.00
1	411181 - 1 Ft Shielded Cat5e Patch Cord	$0.00	$0.00
1	421940 - M7 Cam 16mm 740nm (Left hand)	$0.00	$0.00
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	413356-16 - M7 Triple Camera Cable w/ LP 16FT	$316.00	$316.00
1	421939 - M7 Cam 12mm 740nm	$0.00	$0.00

Product Qty	Product/Service	Unit Price	Amount
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	421941 - M7 Cam 25mm 740nm	$0.00	$0.00
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	413298 - M7 Permanent Power Cable, 2 Boxes	$0.00	$0.00
1	412995 - Packing Foam Insert	$0.00	$0.00
1	210020 - Tech Dispatch *installation*	$1,250.00	$1,250.00
1	510322-5.X - EOC Operation Center License 5.X *one-time software license per system*	$1,275.00	$1,275.00
1	510033-CSC - Car System Version 6.X - EOC Connected	$0.00	$0.00
	What EOC will the customer be connecting to?: hosted		
	Vehicle's Model Year: 2018		
	Vehicle's Make/Model: Ford Interceptor - SUV		
	Protocol: Washington		
	Delivery: Expedite		
	Expedite: Grant deadline - installed by June 30th		
1	530001-HOSTED-SETUP - Hosted EOC Setup (Up to 25 Users) *virtual data storage setup*	$625.00	$625.00
1	530001-HOSTED-MOBILE-1-YEAR - Hosted Mobile 1-Year Data Hosted EOC for Mobiles with 1-Year Retention up to 365 days Per vehicle	$600.00	$600.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		$0.00 $21,711.00
Upfront	Goods & Services Sub-total (Pre-tax):		$21,711.00
Tax	Tax Rate: 9.900%		$2,025.64
Total	Goods & Services Total:		$23,736.64

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EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

LEONARDO

Selex ES, Inc
Elsag ALPR/ANPR Solutions
4221 Tudor Lane
Greensboro, NC 27410
DUNS#: 198749777
FED TAX ID: 980353098

QUOTE

Prepared By: Desiree Holland desiree.holland@leonardocompany-us.com
Phone: 970-560-7990

Please include the quote number on your purchase orders and email them to orders@elsag.com for processing

Quote#: 19184.1
Funding Source: WATPA
Grant Details:
Payment Method:

Quote Date: 5/9/2019
Quote Expiry Date: 7/24/2019
Requested Delivery Date: 5/31/2019
Rate Sheet: Gsa Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro
Make checks payable to Selex ES, Inc.

Contracts: GSA Schedule 84 Contract #GS07F0004Y

Comments: 3-camera lightbar mounted system with cloud storage for the first year. Additional years of cloud storage are $600 annually. Washington State Patrol may offer data storage in 2020 for Elsag ALPR systems.

Bill To:	Fife Police Department - WA 3737 Pacific Highway E Fife, WA 98424 United States	Ship To:	Fife Police Department - WA 3737 Pacific Highway E Fife, WA 98424

Product Qty	Product/Service	Unit Price	Amount
1	140033 - ELSAG Plate Hunter™ M7 – 3 Camera	$16,820.00	$16,820.00
2	421920 - M7 Trunk box, 1-2 Cameras	$0.00	$0.00
1	413354 - M7 2-Trunk box Mounting Bracket	$0.00	$0.00
1	410917 - Garmin GPS Antenna	$0.00	$0.00
1	410052 - Ethernet Cable Shielded 25 ft	$0.00	$0.00
1	411181 - 1 Ft Shielded Cat5e Patch Cord	$0.00	$0.00
1	421940 - M7 Cam 16mm 740nm (Left hand)	$0.00	$0.00
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	413356-16 - M7 Triple Camera Cable w/ LP 16FT	$316.00	$316.00
1	421939 - M7 Cam 12mm 740nm	$0.00	$0.00

Product Qty	Product/Service	Unit Price	Amount
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	421941 - M7 Cam 25mm 740nm	$0.00	$0.00
1	421814 - M6 Low Profile Light Bar Assembly	$275.00	$275.00
1	413298 - M7 Permanent Power Cable, 2 Boxes	$0.00	$0.00
1	412995 - Packing Foam Insert	$0.00	$0.00
1	210020 - Tech Dispatch *installation*	$1,250.00	$1,250.00
1	510322-5.X - EOC Operation Center License 5.X *one-time software license per system*	$1,275.00	$1,275.00
1	510033-CSC - Car System Version 6.X - EOC Connected	$0.00	$0.00
	What EOC will the customer be connecting to?: hosted		
	Vehicle's Model Year: 2018		
	Vehicle's Make/Model: Ford Interceptor - SUV		
	Protocol: Washington		
	Delivery: Expedite		
	Expedite: Grant deadline - installed by June 30th		
1	530001-HOSTED-SETUP - Hosted EOC Setup (Up to 25 Users) *virtual data storage setup*	$625.00	$625.00
1	530001-HOSTED-MOBILE-1-YEAR - Hosted Mobile 1-Year Data Hosted EOC for Mobiles with 1-Year Retention up to 365 days Per vehicle	$600.00	$600.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		$1,225.00 $20,486.00
Upfront	Goods & Services Sub-total (Pre-tax):		$21,711.00
Tax	Tax Rate: 9.900%		$2,025.64
Total	Goods & Services Total:		$23,736.64

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LEONARDO

Selex ES, Inc
Elsag ALPR/ANPR Solutions
4221 Tudor Lane
Greensboro, NC 27410
DUNS#: 198749777
FED TAX ID: 980353098

QUOTE

Prepared By: Desiree Holland desiree.holland@leonardocompany-us.com
Phone: 970-560-7990

Please include the quote number on your purchase orders and email them to orders@elsag.com for processing

Quote#: 19250
Funding Source: WATPA
Grant Details:
Payment Method:

Quote Date: 5/14/2019
Quote Expiry Date: 7/24/2019
Requested Delivery Date: 5/31/2019
Rate Sheet: Gsa Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro
Make checks payable to Selex ES, Inc.

Contracts: GSA Schedule 84 Contract #GS07F0004Y

Comments: 3-camera lightbar mounted system with cloud storage for the first year. Additional years of cloud storage are $600 annually. Washington State Patrol may offer data storage in 2020 for Elsag ALPR systems.

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1	421940 - M7 Cam 16mm 740nm (Left hand)	$0.00	$0.00
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1	412995 - Packing Foam Insert	$0.00	$0.00
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	What EOC will the customer be connecting to?: hosted		
	Vehicle's Model Year: 2018		
	Vehicle's Make/Model: Ford Interceptor - SUV		
	Protocol: Washington		
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Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		$20,461.00 $0.00
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Tax	Tax Rate: 9.900%		$2,025.64
Total	Goods & Services Total:		$22,486.64

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WASHINGTON AUTO THEFT PREVENTION AUTHORITY
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 292-7900 ~ Fax: (360) 292-7269
Website: http://www.WaAutoTheftPreventionAuthority.org

Michael Painter, WATPA Executive Director
"Preventing and reducing auto theft in the State of Washington"

Auto Theft Grant Program
Mini-Grant Application

(Public Outreach/Innovative Programs/Equipment)

Complete this online application

Direct Inquiries to:

Cynthia West, Administrative Assistant
Washington Auto Theft Prevention Authority
Phone: 360-292-7900 E-mail: cwest@waspc.org

Name of Agency

Fife Police Department

Address

3737 Pacific Hwy E STE 110

Fife

City

Washington

State

98424

ZIP Code

Project Title

ALPR Grant Application

Type of Request

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Primary Grant Contact

Jake

First Name

Stringfellow

Last Name

Name of Authorized Offfical

Pete

First Name

Fisher

Last Name

Title/Position

Police Officer

Title/Position

Chief of Police

Email

jstringfellow@cityoffife.org

Phone

(253) 896-8251

Email

pfisher@cityoffife.org

Phone

(253) 896-8266

Instructions

I. To be considered for funding, the proposed grant project:

1. **Must address a problem that is clearly identified;**
2. **Should have a design where the activities and goals are realistic and attainable;**
3. **The proposed project should coordinate activities with appropriate agencies and/or projects;**

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5. **Must have a deliberate plan with timelines.**

Grant proposals that include matching agency dollars will be given priority consideration.

II. The Program Narrative should present information by which the eligibility and merit of the project can be assessed. Applications will be evaluated for funding consideration, according to the congruence of the project with the criteria stated above. The Program Narrative must include:

1. PROBLEM STATEMENT:

a. Describe the problem and the need that makes this grant necessary.

2. PROPOSED PROJECT ACTIVITIES:

a. Describe the specific goals and expected outcomes of the project.

b. Describe how the Public Outreach/Innovative Programs/*Equipment will be used.

***If for equipment, please justify its use.**

3. EVALUATION/ASSESSMENT: (*how will you measure success?)*

a. Describe the design or plan for agency evaluation of this project.

b. Cite relevant data that will be used to measure the effectiveness of this project.

c. Define the expected outcomes.

Brief Project Summary (please limit to 500 words)

Fife is located in the northeast portion of Pierce County, Washington. The city is mostly comprised of industrial and commercial areas, numerous low income multi-occupancy areas, and small amount of single occupancy residential developments.
Fife is bisected by Interstate 5 and shares borders with Tacoma, Port of Tacoma, Milton, Puyallup, un-incorporated Pierce County and is on partial reservation land of the Puyallup Tribe of Indians. Also located within Fife are two high volume casinos, as well as a travel center servicing commercial truck traffic. Fife has more motels / hotels (transient lodging) per capita as many other much larger cities within the state.

Due to unique makeup of Fife, the census counted resident population of around 11,000 people does not take into account vehicle traffic transiting through the city, traveling to the casinos, frequenting the transient lodging facilities, or utilizing Interstate 5 which is the primary north to south route stretching from British Columbia to Mexico. Recent Washington State DOT Annual Traffic Report

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through the area.
Much of the area on the northern side of the city is declared as a high crime area including drug traffic, prostitution and various property crimes. Unfortunately, these behaviors are often supported by theft. Theft of vehicles and vehicle parts are a significant portion of the Fife Police Departments call volume.
Most of the arrests for occupied stolen vehicles were made

Use drop down under "Funding Request Category" to identify the category. This section is the summary of your total request.

Funding Request Category Equipment

WATPA Funding Requested $ 23900.39

Agency Funds (if any) $ 1400.00

Total $ 25300.39

Funding Request Category Innovative

WATPA Funding Requested $

Agency Funds (if any) $

Total $

Funding Request Category Innovative

WATPA Funding Requested $

Agency Funds (if any) $

Total $

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Totals of all requested funding categories.

WATPA

$
23900.39

AGENCY

$
1400.00

GRAND TOTAL

$
25300.39

Grant Application Questions:

Will Grant Funds supplant current funding available for vehicle theft deterrence?

- ○ Yes
- ◉ No

If YES, please explain:

Other Information:

Number of Officers (FTEs) assigned full time in vehicle theft investigations

0

Number of vehicles stolen July 1, 2017 to June 30, 2018

152

Number of vehicles stolen July 1, 2018 to December 31, 2018

60

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Percent of increase or decrease during the period of July 1, 2017 to June 30, 2018

Decrease of 7%

Percent of increase or decrease during the period of July 1, 2018 to December 31, 2018

Decrease of 31%

Save and Resume Later

Progress

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QUOTE

Purchase Order - VOID after 120 days from date issued

Date: 5/14/19

City of Fife

www.cityoffife.org

58007

New Vendor: ☐

Vendor: LEONARDO

Address: 4221 TUDOR LANE

City, State, Zip: GREENSBORO, NC 27410

Originating Department: PD

Method of Payment:

☐ Expense Check Requested
☐ Credit Card
☐ ACH Debit

Bill to: **City of Fife**
5411 23rd St. E.
Fife, WA 98424
(253) 922-2489

Qty	Unit	Price	Amount	Line Item Description		Account Number to Charge to:	Amount
1			22,486.64	ALPR	GL		$ 20,000.00
				ELSAG PLATE HUNTER MT	WO PM		$
					GL		$ 2,486.64
					WO PM		$
					GL		$
					WO PM		$
					GL		$
					WO PM		$
					GL		$
					WO PM		$
					GL		$
					WO PM		$
		TOTAL	22,486.64			TOTAL	$ 22,486.64

KM

Purchaser:
I, the undersigned, do hereby certify that this claim is a just, due and unpaid obligation against the City of Fife, and that I am authorized to purchase such services and/or materials.

Director or Designee's Signature: [signature] Date: 5/14/19

(If over $ 5,000) City Manager: [signature] Date: 5/15/19

Description: QUOTE # 19250

Is this reimbursable? yes ✓ no ___
Is this billable? yes ___ no ✓
Is this an insurance claim? yes ___ no ✓
If billable: Name: ___
Address: ___
Is this a grant? yes ✓ no ___
Is this an annual recurring payment? yes ___ no ✓
Is this a progress payment? yes ___ no ✓
Progress Payment # ___

Goldenrod - Accounts Payable **White - Vendor Copy**

Pink - Finance Copy **Yellow - Originating Department**