

#### Lake Park Town Commission, Florida

#### **Regular Commission Meeting**

Wednesday, February 01, 2023 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Kimberly Glas-Castro — Vice-Mayor
John Linden — Commissioner
Roger Michaud — Commissioner
Mary Beth Taylor — Commissioner
John O. D'Agostino — Town Manager
Thomas J. Baird, Esq. — Town Attorney
Vivian Mendez, MMC — Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

#### CALL TO ORDER/ROLL CALL

6:30 P.M.

**PRESENT** 

Vice-Mayor Kimberly Glas-Castro

Commissioner John Linden

Commissioner Roger Michaud

Commissioner Mary-Beth Taylor

#### PLEDGE OF ALLEGIANCE

Vice-Mayor Glas-Castro

#### SPECIAL PRESENTATION/REPORT:

1. FOLLOW UP PRESENTATION ASSOCIATED WITH THE PAVEMENTS CONDITION STUDY TO PROPOSE A FIVE-YEAR PAVEMENTS IMPROVEMENT WORK PLAN FOR IMPLEMENTATION DURING FISCAL YEARS 2023 THROUGH 2027.

Town Manager D'Agostino explained the item. Public Works Director Roberto Travieso introduced Mr. James Golden of Pavement Management Group (PMG) who presented to the Commission (see Exhibit "A"). Commissioner Michaud questioned if the story map progression would be updated as projects are completed. Public Works Director Travieso answered "Yes", and explained that PMG would provide continuous progress reports. Commissioner Linden asked if any commercial roads would be done during the next five-years. Public Works Director Travieso stated that Gateway was scheduled to be done. Mr. Golden explained that the preservation process of the roadway activities. Public Works Director Travieso explained why certain roads are on the plan and others are being held off because of draining improvements being done prior to roadway improvements.

Commissioner Taylor asked how many failed roads were in Town. Mr. Golden responded and referenced a slide in the presentation. Commissioner Taylor asked about the cool roadway treatment. Mr. Golden stated that he has heard of it, but not in the State of Florida.

Town Manager D'Agostino explained why they were following the proposed program. Commissioner Linden asked about funding for the project. Town Manager D'Agostino explained the different funding sources being used to fund the program.

#### 2. Three-Year Update Report Presented by ShotSpotter.

Mr. Alfred Lewers Jr. of ShotSpotter presented to the Commission (see Exhibit "B"). The Commission thanked Mr. Lewers for his presentation. They commented on the value of the program to the Town. Commissioner Linden questioned if there was an interactive phone application for citizens to receive notifications. Mr. Lewers answered "No", and explained that a phone application was not made available for various safety precautions. Commissioner Michaud questioned if Police Officers had real time access on their phones or laptops. Mr. Lewers explained that there was no real time phone alerts, everything was web-based. Mr. Lewers explained that reports and data analysis could be provided to the Town upon request. Vice-Mayor Glas-Castro thanked Mr. Lewers for his presentation and suggested sharing the success of ShotSpotter technology with Town residents.

#### **PUBLIC COMMENT:**

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

Judith Thomas spoke of the liter in the Town parks and announced that she had recently collected 10-pounds worth of whippets (Nitrous Oxide Cartridges).

#### **CONSENT AGENDA:**

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

Motion made to approve the Consent Agenda by Commissioner Michaud, Seconded by Commissioner Linden.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Taylor

- 3. RESOLUTION 09-02-23 AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND WATER RESOURCE MANAGEMENT ASSOCIATES INC., FOR PROFESSIONAL ENGINEERING SERVICES
- 4. RESOLUTION 10-02-23 AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND LANIER PLANS, INC. (dba KORKAT) FOR THE FURNISHING AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT WEST ILEX PARK.
- 5. RESOLUTION 11-02-23 AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR GRANT FUNDS ASSOCIATED WITH HURRICANE IAN.
- 6. Resolution 14-02-23 Authorizing The Town Manager To Sign The Centennial Commemorative Book Agreement.
- 7. January 18, 2023 Regular Commission Meeting Minutes.

#### **QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):**

None

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

None

**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:** 

8. Ordinance 03-2023 Little Free Library.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78, ARTICLE V OF THE LAKE PARK CODE OF ORDINANCES BY ADOPTING A NEW SECTION 78-156 TO BE ENTITLED "LITTLE FREE LIBRARY BOOK DISPENSARIES" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D'Agostino explained the item.

Motion made to approve Ordinance 03-2023 by Commissioner Linden, Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Michaud.

Town Attorney Baird read the Ordinance by title only.

#### **NEW BUSINESS:**

9. Resolution 12-02-23 Maintenance Agreement for License Plate Readers and LPR, New Systems throughout the Town, and the CRA.

Town Manager D'Agostino explained the item (see Exhibit "C"). Commissioner Linden questioned why the LPR Warranty lasted for one-year. Captain Thomas Gendreau with the Palm Beach County Sheriff's Office explained that the LPR's were purchased in 2018 with a one-year warranty. He explained that over time Detective Black has serviced the LPR's (basic troubleshooting). Town Manager D'Agostino and Captain Gendreau explained the terms of the service agreement for the newly installed LPR's.

Motion made to approve Resolution 12-03-23 by Commissioner Michaud, Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Linden

10. Resolution 13-02-23 Authorizing the Vice-Mayor to Execute the Termination Agreement with Palm Beach County and the Town of Lake Park Pertaining to the Waterfront Access Bond. Town Manager D'Agostino explained the item.

Motion made to approve Resolution 13-02-23 by Commissioner Michaud, Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Linden

11. Lake Park Sparks Waiver Requests

Town Manager D'Agostino explained the item (see Exhibit "D").

Motion made to approve the Lake Park Sparks Waiver request by Commissioner Linden,

Seconded by Commissioner Taylor.

Voting Yea: Vice-Mayor Glas-Castro, Commissioner Michaud

**PUBLIC COMMENT:** 

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None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino submitted his comments by Exhibit "E".

**Commissioner Linden** announced his attendance at recent Community Events in the Town of Lake Park and the City of Riviera Beach. He announced the closure of Casper's on Park Avenue. He announced the upcoming Lake Park Diversity Council Meeting on February 8, 2023 at 11:30 a.m.

**Commissioner Michaud** announced his attendance at recent City of Riviera Beach event.

**Commissioner Taylor** shared her hopes for the future in the Town of Lake Park.

**Vice-Mayor Glas-Castro** questioned if the Commission would support a Proclamation Recognizing March 2023 as Bicycle Month.

**REQUEST FOR FUTURE AGENDA ITEMS:** None

**ADJOURNMENT:** 8:53

**FUTURE MEETING DATE:** Next Scheduled Regular Commission Meeting will be held on February 15, 2023

#### **ADJOURNMENT**

There being no further business to come before the Commission and by unanimous vote, the meeting adjourned at 8:53 p.m.

Town Clerk, Vivian Mendez, MMC

Approved on this 15 of February

**EXHIBIT "A"** 

# YOUR PAVEMENT MANAGEMENT BLUEPRINT & FIVE YEAR PLAN

How Data-Driven Decisions Today, Lead to Better Roadway Networks Tomorrow

James Golden, CEO of Pavement Management Group





### **ABOUT PMG**

- Mission Driven Professional Services Firm
- Serving Public Works & Engineering Industry
- Nationwide Services Available
- Serviced over 50 agencies in 2022 alone!







#### WHAT IS PAVEMENT MANAGEMENT

/'pāvmənt manijmənt/

A *systematic* approach to the annual maintenance and repair of your roadway network

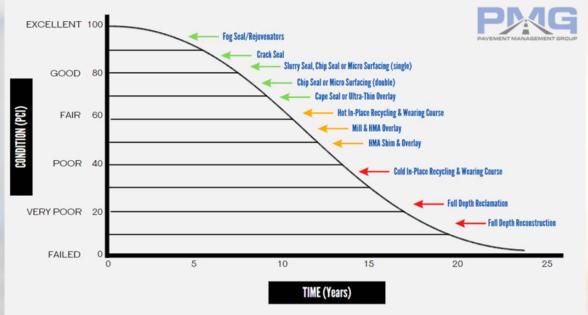




# PAVEMENT MANAGEMENT THE SIMPLIFIED APPROACH

### Apply...

- The Right Treatment
- To the Right Pavement
- At the Right Time







# PAVEMENT MANAGEMENT THE PROGRAM GOALS

- MAXIMIZE current funding efforts
- **EXTEND** the life of your roadways
- OPTIMIZE roadway network conditions
- DATA-DRIVEN decision making
- **COMPLETE TRANSPARENCY**







THE WHY

# "What Gets Measured, Gets Improved"





### THE BLUEPRINT & PLAN

- Accurate Inventory
- Video or Imagery
- Condition Assessment
- GIS Integration
- Reports/Charts/Graphs

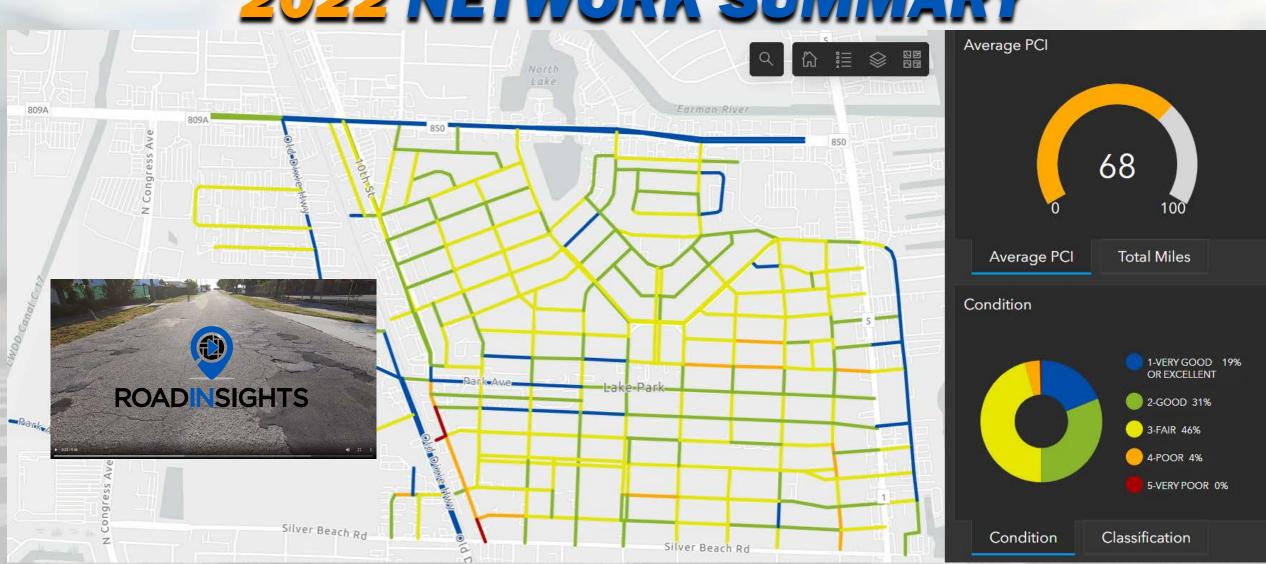
- Preventive Maintenance + Preservation + Recycling
- 5 Year CIP Against Network Needs, Current Funding and Existing Planned Projects





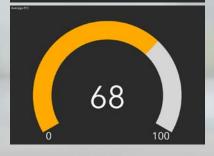


### 2022 NETWORK SUMMARY



### 2022 NETWORK SUMMARY





CONDITION CATEGORY	SECTIONS	PAVEMENT AREA (SF)	LANE MILES	PERCENT AREA	AVERAGE CONDITION
EXCELLENT	27	594,326.03	9.38	11.84%	97
VERY GOOD	30	501,450.53	7.91	9.99%	87
GOOD	126	1,603,415.32	25.31	31.93%	74
FAIR	198	2,096,374.00	33.09	41.75%	60
POOR	17	197,276.91	3.11	3.93%	45
VERY POOR	3	28,346.46	0.45	0.56%	30
FAILED	0	0.00	0.00	0.00%	0





# PAVEMENT MANAGEMENT THE Capital Improvement Program

- The blueprint for planning roadway capital expenditures
- Outlines the most cost effective process for maximizing available funding
- Avoids "Worst to First" and Stop Gap Repair approach
- Opportunity to coordinate with other departments/planned projects
- Provides for communication and transparency with the public
- An on-going, data-driven approach for optimizing roadway conditions





# PAVEMENT MANAGEMENT PMG's CIP METHODOLOGY

- Forecasted predicted future PCI based on the predicted deterioration
- Identify Preventive, Preservation, Major maintenance and repair activities available
- Qualify each pavement segment an optimal repair based on the predicted PCI
- Assigned each section a Benefit Value

Rank x Expected Life

**PCI x Unit Cost** 

 Group projects logically & geographically based upon upcoming projects & cost benefit analysis.



### THE BUDGET

PAST YEAR	BUDGET
2021	\$0
2022	\$55,000

PROPOSED CIP	BUDGET
2023	\$280,000
2024	\$150,000
2025	\$150,000
2026	\$150,000
2027	\$150,000







# PAVEMENT MANAGEMENT THE CIP TREATMENTS



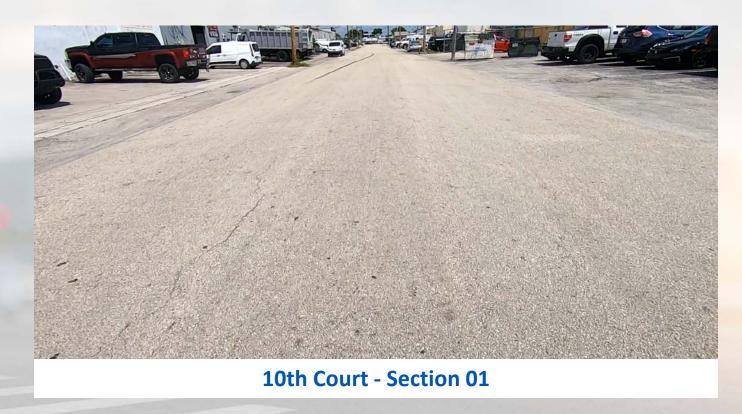
#### **MICROSURFACING**

- A polymer modified surface treatment made from fine graded crushed aggregate to extend roadway life approximately 7 years.
- Protects existing asphalt showing signs of climate related distress by sealing the surface, preventing oxidation, while improving skid resistance and ride quality.
- Process typically applied to "Good" Roadways





# PAVEMENT MANAGEMENT MICROSURFACING CANDIDATE







# PAVEMENT MANAGEMENT THE CIP TREATMENTS



#### CAPE SEAL (CHIP SEAL + MICROSURFACE)

- A Chip Seal is first applied to the existing asphalt surface to serve as an interlayer and reflective crack deterrent
- Protects existing asphalt showing signs of climate related distress by sealing the surface, preventing oxidation, while improving skid resistance and ride quality.
- Process typically applied to "Fair" Roadways



# PAVEMENT MANAGEMENT CAPE SEAL CANDIDATE







### THE CIP TREATMENTS



#### **ASPHALT MILL & OVERLAY**

- Milling of the existing asphalt surface to remove surface-based distress (typically 2")
- Full depth/partial depth repairs of load associated failures.
- Asphalt overlay (typically 2") to provide improved structure and smooth surface course.
- Process typically applied to Poor Roadways
- Provides 12 years of life extension





# PAVEMENT MANAGEMENT MILL & OVERLAY CANDIDATE

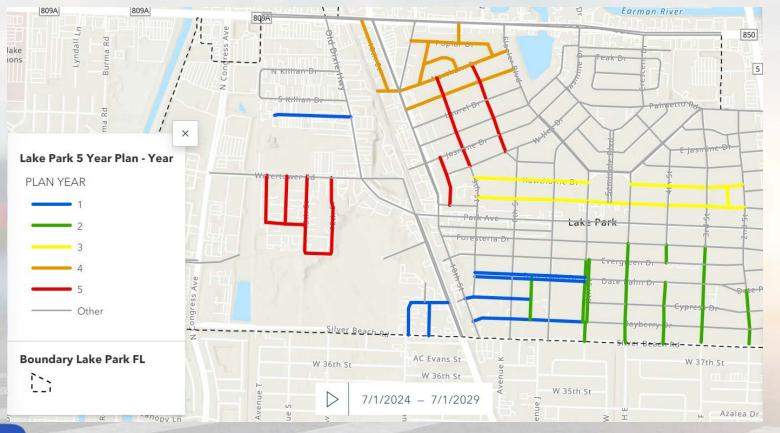


**Gateway Road - Section 01** 





# PAVEMENT MANAGEMENT THE FIVE-YEAR PLAN - BY YEAR







# PAVEMENT MANAGEMENT THE FIVE-YEAR PLAN - BY TREATMENT



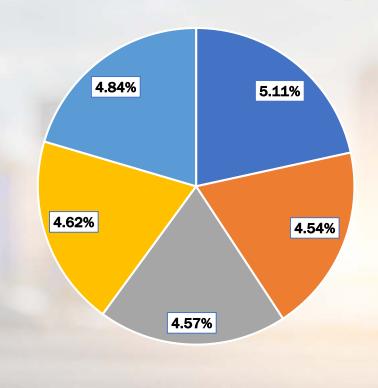


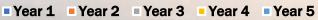




# PAVEMENT MANAGEMENT THE FIVE-YEAR PLAN - THE IMPACT

YEAR	COST	SECTIONS	MILES	% IMPACT
2023	280K	21	1.89	5.11%
2024	150K	26	1.68	4.54%
2025	150K	17	1.69	4.57%
2026	150K	19	1.71	4.62%
2027	150K	20	1.79	4.84%
Totals	\$880K	103	8.76	23.68%







# PAVEMENT MANAGEMENT THE FIVE-YEAR PLAN - THE ROI

STRATEGY	CURENT PCI	2023 PCI	2024 PCI	2025 PCI	2026 PCI	2027 PCI
DO NOTHING	68	67	65	63	61	60
PROPOSED PLAN	68	69	70	70	71	71
5 YEAR PLAN ANNUAL CONDITON RESULTS						
72					71	71
70	69	70		70		
68 68	67					
<u>D</u> 66	07	65				
Z 64		03		63		
66 64 62 60 60				63	[6]	
S 60					61	60
58						
56						
54						
Current PCI	Year 1	Year 2	Year	3 Ye	ear 4	Year 5
PLAN YEAR						

PROPOSED PLAN

**-DO NOTHING** 







#### **EXHIBIT "B"**

#### [•] ShotSpotter



#### **Annual Account Review**

Palm Beach Sheriff's Office Lake Park District

December 1, 2021 - November 30, 2022

#### Agenda

- Introductions
- Agency Priorities and Plans
- Gunfire Detection & Performance
- Best Practices
  - Tracking Metrics
  - Getting Message Out
- Cost of Gun Violence
- ShotSpotter Company Evolution

### Your ShotSpotter Core Team



Alfred Lewers Jr
CUSTOMER SUCCESS
DIRECTOR

Ensures your agency realizes value and makes progress on achieving goals

(Prior LE - 33 Years)



Ron Jacobs

SALES
DIRECTOR

Responsible for assisting with additional products, services, expansion & funding opportunities



Doris Cohen

ANALYTICS
DIRECTOR

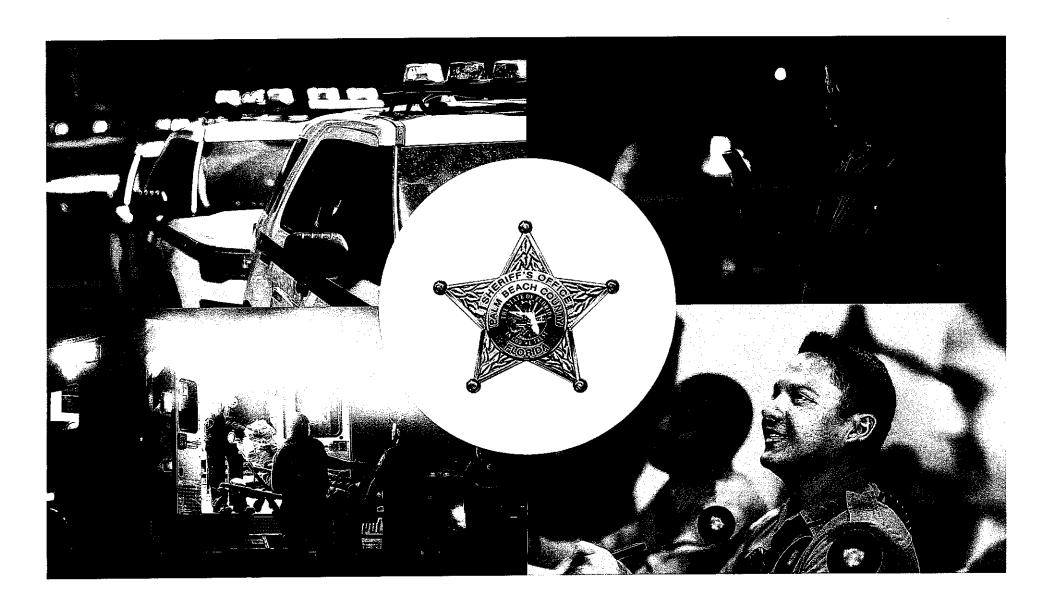
Educates your analysts and investigators to produce actionable intelligence

(Prior LE - 15 Years)



Demaster Survine

Proactively monitors your system to ensure optimum performance and interacts with you on resolving any system and technical issues.



### Your Coverage Area

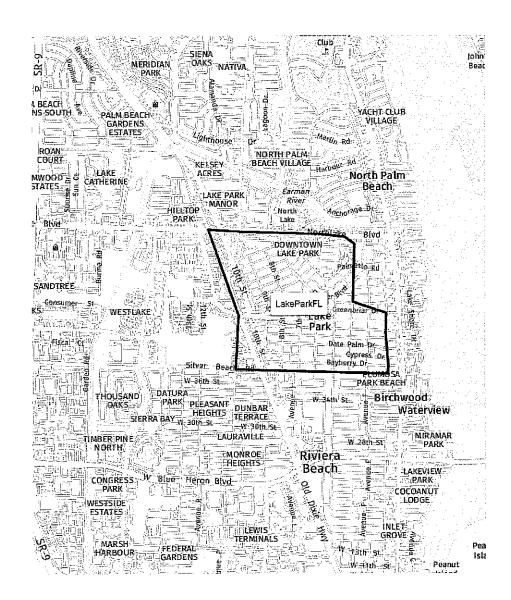
AREA (sq. mi.)

**GO LIVE** 

1.00

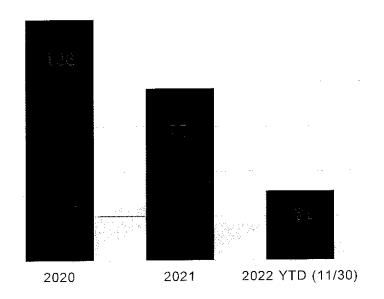
APR. 23, 2019

[•] ShotSpotter

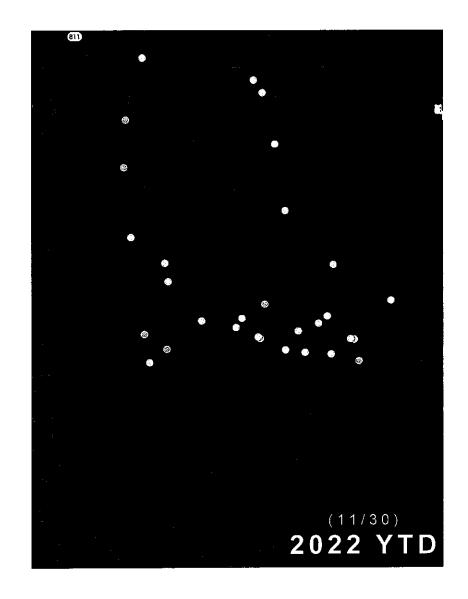


### ShotSpotter Alerts Annual Gunfire Activity

**JAN 1 - DEC 31** 

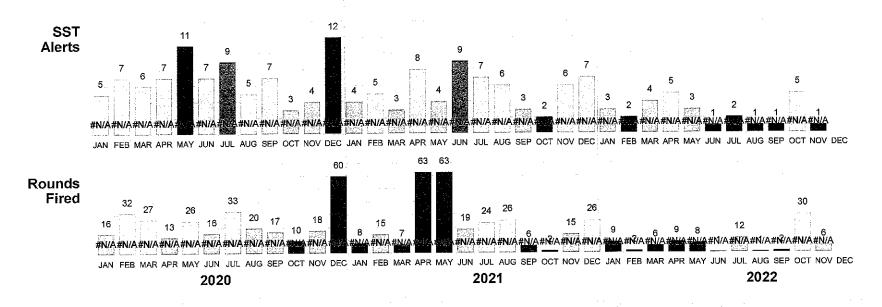


[•] ShotSpotter



# ShotSpotter Alerts & Rounds Fired Gunfire Activity by Month

JAN 1, 2020 - NOV 30, 2022\*



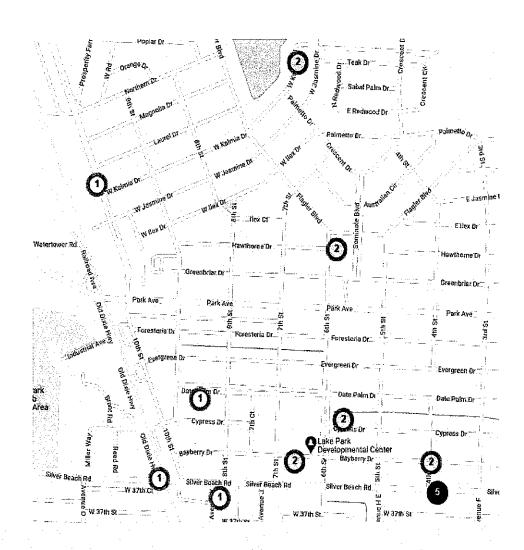
# ShotSpotter Alerts and Rounds Fired Top Block Locations

DEC 1, 2021 - NOV 30, 2022

Block	→ ShotSpot( → Rounds	FĮ₩
400 Silver Beach Rd		_3
500 W Kalmia Dr	2	12
600 Bayberry Dr	2	15
500 Cypress Dr	2	<u>.</u>
400 Bayberry Dr	2	4
800 6th St	2	13
1000 10th St		12
3700 Avenue K		11
100 Old Dixie Hwy		10
800 Date Palm Dr		9
Total	19	88

ShotSpotter sends alerts to customers within 60 seconds of the incident occurring (90% or more of the time). If there is a break in shooting volley, the additional incidents will be sent for the same location or nearby. Therefore, the number of alerts may be affected by these additional incidents.





## ShotSpotter Alerts Alerts Near Public Schools

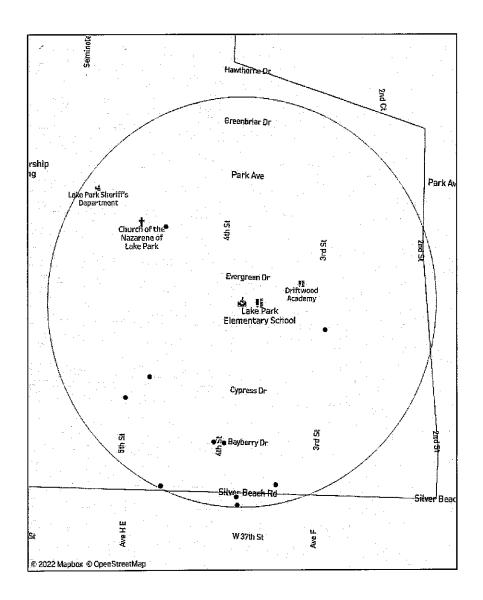
### DEC 1, 2021 - NOV 30, 2022

School Name	▼ ShotSpotter Ale	Rounds Fired 🔽
LAKE PARK ELEMENTARY SCHOOL		27 - 11
Total	11	27

ShotSpotter Alerts 1/4 of a mile around schools. Based on public information available on public schools.

ShotSpotter sends alerts to customers within 60 seconds of the incident occurring (90% or more of the time). If there is a break in shooting volley, the additional incidents will be sent for the same location or nearby. Therefore, the number of alerts may be affected by these additional incidents.

### [•] ShotSpotter



# System Performance

### **Terminology**



### Missed Incident

An unsuppressed gunshot incident that meets the following criteria but was not detected by ShotSpotter systems:

- Occurred outdoors and within ShotSpotter coverage area; and
- Rounds are greater than
   .25 caliber



### Misclassified Incident

A detected and located incident, incorrectly classified by ShotSpotter. Misclassification types include False Positive and False Negative incidents.



#### **False Positive**

A non-gunshot incident incorrectly classified as gunfire based on the review by ShotSpotter personnel, and improperly alerted to the customer.



#### False Negative

A gunshot incident incorrectly classified as non-gunfire based on the review by ShotSpotter personnel or automatically dismissed by the system, and not alerted to the customer.



### Mislocated Incident

A gunfire incident correctly identified by ShotSpotter but produced with an inaccurate location greater than 25 meters (82 ft) from the confirmed shooting location.

# ShotSpotter Performance

impulses detected and located by acoustic sensors 16,009

JAN 1, 2022 - NOV 30, 2022

**Performance** 

as reported to ShotSpotter by

Lake Park Police Department

INCIDENTS/ALERTS PUBLISHED TO CUSTOMER

32

ACCURATELY LOCATED ALERTS

**32** 

[•] ShotSpotter

### ShotSpotter

### Performance

**JAN 1, 2022 - NOV 30, 2022** 

### **Performance**

as reported to ShotSpotter by Lake Park Police Department

DETECTION RATE

100% 0

MISSED INCIDENTS

.

MISLOCATED EVENTS

0

MISCLASSIFIED INCIDENTS

0

F/

FALSE POSITIVES

FALSE NEGATIVES

### ShotSpotter Alerts

### Alerts by Time of Day

**SEP 1 - NOV 30, 2022 | 90-DAY ANALYSIS** 

	1	11	16	19	20	Total
Tue		1	1	1		3
Wed					1	ē
Thu						<u>L</u>
Pri	1				1	
Total	12.0	eta Socialis Socialis			3	7

## ShotSpotter Alerts Alerts Near Private Schools

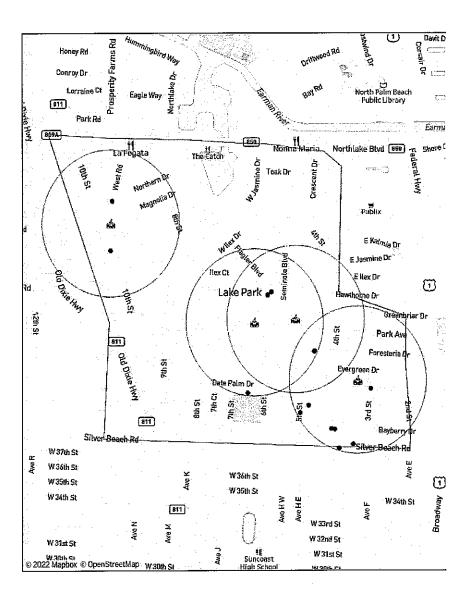
DEC 1, 2021 - NOV 30, 2022

School Name	ShotSpotter Ale -	Rounds Fired -
DRIFTWOOD ACADEMY		-3
LAKE PARK BAPTIST SCHOOL	4	1 11 × 11
COASTAL MIDDLE & SR HIGH SCHOOL	3 99	Ē
HIS ACADEMY/INSTITUTE	. <u>1</u> 2 2 2 € 2 2 2 2	3
Total	17	52

ShotSpotter Alerts 1/4 of a mile around schools. Based on public information available on public schools.

ShotSpotter sends alerts to customers within 60 seconds of the incident occurring (90% or more of the time). If there is a break in shooting volley, the additional incidents will be sent for the same location or nearby. Therefore, the number of alerts may be affected by these additional incidents.

### [•] ShotSpotter



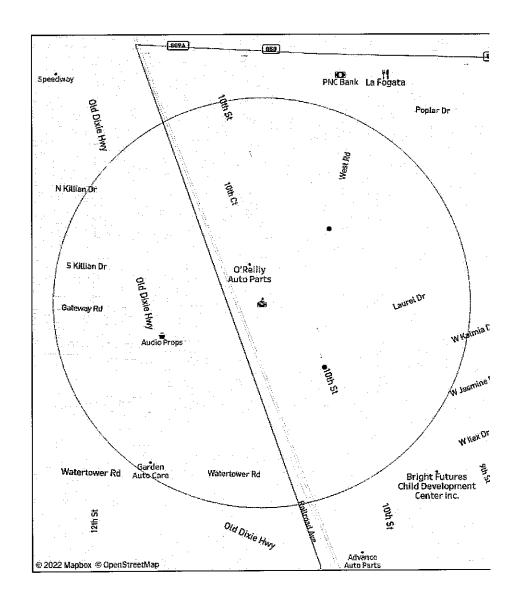
### ShotSpotter Alerts Alerts Near College and Universities Schools

DEC 1, 2021 - NOV 30, 2022

School Name	ShotSpotter Ale ▼	Rounds Fired 💌
PALM BEACH ACADEMY OF HEALTH & BEAUTY		4 111
Total	2	18

ShotSpotter Alerts 1/4 of a mile around schools. Based on public information available on public schools. ShotSpotter sends alerts to customers within 60 seconds of the incident occurring (90% or more of the time). If there is a break in shooting volley, the additional incidents will be sent for the same location or nearby. Therefore, the number of alerts may be affected by these additional incidents.

### [•] ShotSpotter



### ShotSpotter

### Monthly Customer Scorecard

The contents of this file is Proprietary and Confide	ential and for	internal use o	nly									
Incident Scoreca	rd -	PBSC	) Lak	e Pa	rk Di	stric	t - 20	022				
2022	Jan	Feb	Mar	Арг	May	Jun	, S <b>lú</b> F, è	Aug	Sep	Oct	Ńóv	Dec
Detection Summary												<u> </u>
Total ShatSpatter Detections Reviewed	392	190	264	325	286	618	750	276	449	249	258	0
Total ShotSpotter Detections Published	4	2	4 _	5	3 .	1	4	1	1	5	1	0
Total ShotSpatter Detections Dismissed	388	198	260	320	233	617	726	275	448	244	257	0
Gunfire Incident Details						<u> 69 to 184</u>						<u> </u>
Single GS	1	2	3	m	2	0	0	1	0	0	0	0_
Multiple GS	2	0	1	2 .	0	0	4	C	1	3	0	0
Probable GS	1	0	Q	0	1	11	0	0	0	2	1	٥
Agency/Customer Reported Issues	. With Mi			Pag. 17 757	<u> </u>			4.5354.7 				
Reported False Positive Incidents	0	0	0	. 0	0	O	0	0	0	0	G	0
Reported False Negative Incidents	0	0	0		0	0	0	0	0	0	0	0_
Reported Missed Incidents	0	0	0	0	0	0	0	0	0	0	G	
Reported Duplicate Incidents	0	0	0	0	0	-0	<u> </u>	0	_ 0	0	ů.	•
Reported Mislocated incidents	0	O	0	0	0	0	0	0	_ •	C	0	0
Detection, Classification, Location SLA Performance	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	N/A
Publication Time Metric (First Audio to Publish)	The timefrome	from when the	first audio is re	ady for review t	o the time the i	ncident gets pul	blished.					
# of Published Incidents Under 60 Seconds	4	2	3	5	3	. 1	4	1	1	5	1	-0
# of Published Incidents Over 60 Seconds	O.	·. 0	1	0_	0	0	0	0	0	0	0	0
Publication Time SLA Performance	100.0%	100.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	N/A

Detection, Classification, Location SLA Performance: 100.0%

Total SLA Performance though: November

12/6/2022

Publication Time SLA Performance: 96.8%

"January 1st & July 4th data is included SLA calculations on this form would be amended for actual SLA values

# Application Usage

	[•] ShotSpotter Dispatch App	[●] ShotSpotter Respond App
Total User Accounts	0	0
30 Usage Last 30 Days	0%	0%
7 Usage Last 7 Days	0%	0%

### ShotSpotter

### Forensic Features and Services Usage

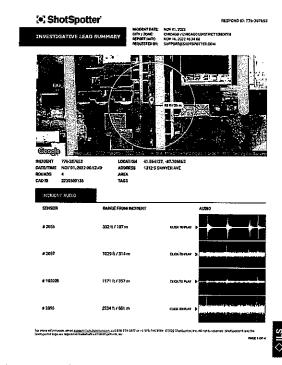
JAN 1, 2022 - NOV 30, 2022

ANNUAL MONTHLY ANNUAL SINGLE GUNSHOT

O 32 12 13

DETAILED FORENSIC REPORTS 0

EXPERT WITNESS TESTIMONY 0



[•] ShotSpotter

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### **Core Best Practices**

- 1. Dispatch
- 2. Response
- 3. Metrics Tracking
- 4. Showcase Successes

# Best Practices and Lessons Learned Dispatch









Prioritize ShotSpotter Alerts Assign a CAD Call Type

Dispatch to the Dot

Self-Dispatch

### Best Practices and Lessons Learned

### Response











Comprehensive Policy

Respond
Quickly and
Safely to
the Dot

Search the Right Crime Scene Provide Feedback to ShotSpotter

Next Day Follow-Ups

### **Best Practices**

### **Metrics Tracking**











Victims Located / Lives Saved

No 911 Call

Firearms Recovered Shell Casing Located / NIBIN Hits

**Arrests** 

### Showcase Successes



### **Communicating Wins**

Communicating wins is key in order to educate the media and public about the value of ShotSpotter.



### Tell Your Story... Tell your **ShotSpotter Story!**

- · Victims located and/or saved
- Quick, safe and precise response to gunfire locations



### **Multi-media Platforms**

- · Print, TV, Online
- Facebook/Meta, Twitter, LinkedIn, Instagram, Agency Website



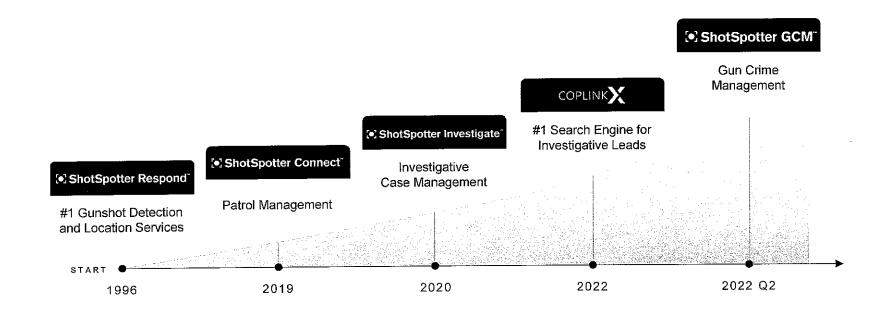
ShotSpotter has Public Relations resources we can assist with.



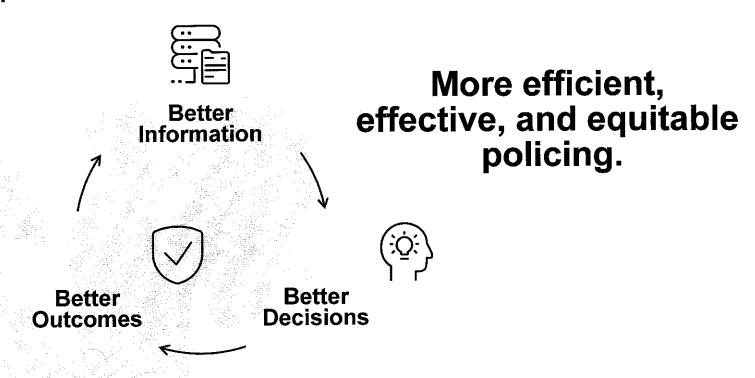
# New Solutions for Today's Policing Challenges

**Going Beyond Gunshot Detection** 

### **ShotSpotter** – Going Beyond Gunshot Detection



### ShotSpotter Precision Policing Platform Unleashes



### ShotSpotter Insight



Are there any other action items we need to follow-up on?

Is there anything else we can do to better support your agency?



# Making cities safer and restoring law enforcement as a trusted guardian of the community.

### [•] ShotSpotter

Alfred Lewers Jr.

CUSTOMER SUCCESS DIRECTOR

alewers@shotspotter.com





### • ShotSpotter

### **Precision Policing Platform**

Better Information • Better Decisions • Better Outcomes

#### RESPOND

#### **Gunshot Detection**

- Real-time alerts for rapid, precise response to save lives
- Increase evidence recovery and NIBIN leads
- Enhance gun violence prevention/intervention with Data4Good

#### GCM

#### **Gun Crime Management**

- Centralized collaboration on gun crime activities including Respond alerts & NIBIN leads
- Prioritize and track leads and tasks
- Operational insights on case outcomes for stakeholder feedback

#### **COPLINK X**

#### **Investigative Lead Generation**

- Accelerate investigations with largest database of local and regional crime data in single portal
- Advanced link analysis detects relationships between people, places, and things

#### INVESTIGATE

#### Digital Case Management

- One-stop digital case folder houses all data and workflows
- Analytical and collaboration tools accelerate and improve solvability
- More efficient and effective case handling

#### CONNECT

#### Community-First Patrol Management

- Data-driven deployment of patrol resources for more effective crime deterrence
- · Drive accountability into officer activity
- Reduce over-policing and bias in patrols

Bringing the power of digital transformation to law enforcement for more efficient, effective, and equitable public safety outcomes.

#### **RESOLUTION 12-02-23**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN SERVICE AGREEMENT WITH VETTED SECURITY SOLUTIONS LLC TO SERVICE LICENSE PLATE READERS IN THE TOWN OF LAKE PARK; AND PROVIDE FOR AN EFFECTIVE DATE

**WHEREAS**, the Town has all of the powers and authority conferred upon it under the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town purchased License Plate Reader Systems both in 2018 and again in 2020; and

**WHEREAS**, The License Plate Readers purchased in 2020 will be covered under the Service Agreement until the end of the Fiscal Year 2022-2023; and

**WHEREAS**, the repair and maintenance of the Town's existing License Plate Reader Systems to ensure the highest degree of public safety is realized throughout the Town of Lake Park; and

### NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

**Section 1.** The foregoing recitals are incorporated herein.

Section 2. The Vice-Mayor is hereby authorized and directed to execute the Service

Agreement by Vetted Security Solutions LLC for servicing the LPR Camera systems installed in 2020.

**Section 3.** This Resolution shall be effective upon execution.

#### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**"), dated as of 2/01/2023 (the "**Effective Date**"), is by and between Vetted Security Solutions LLC, a Florida limited liability company, with offices located at 4185 35th St N, St. Petersburg, FL 33714 ("**Service Provider**") and Town of Lake Park, with offices located at 535 Park Avenue, Lake Park, FL 33403 ("**Customer**" and together with Service Provider, the "**Parties**", and each a "**Party**").

WHEREAS, Service Provider has the capability and capacity to provide certain management, maintenance, and repair services in connection with public safety equipment devices, and systems designed for public protection; and

WHEREAS, Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

- 1. <u>Services</u>. Service Provider shall provide to Customer the services (the "**Services**") set out in one or more statements of work to be issued by Customer and accepted by Service Provider (each, a "**Statement of Work**") and the remote support services as set forth in the Service Level Agreement attached hereto as <u>Exhibit C</u>, as may be amended from time to time. The initial accepted Statement of Work is attached hereto as Exhibit A.
  - 2. Service Provider Obligations. Service Provider shall:
    - 2.1 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services.
    - 2.2 During the term of this Agreement, Service Provider shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000. Upon Customer's request, Service Provider shall provide Customer with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement and naming the Customer as an additional insured.
  - 3. Customer Obligations. Customer shall:
    - 3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

Customer Initials

Service Provider Initials

- 3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
- 3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
- 3.4 Take all steps necessary, including, without limitation, ensuring that Customer's premises and equipment have access to electrical power and obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.
- 3.5 Coordinate with Service Provider to provide Maintenance of Traffic Services ("MOT") in the form of a marked service vehicle, as requested by Service Provider or as required to enable Service Provider to safely provide requested Services.

#### 4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider, the purchase of any Hardware (as defined below), and the rights granted to Customer under this Agreement, Customer shall select an option by checking the appropriate box below, and pay fees and costs in accordance with the selected option:

### ☐ OPTION A: Project Fee (Only for Equipment Less Than 5 Years Old From Installation Date)

- (a) a fee of \$8,464.29; plus
- (b) the cost of any new or used replacement parts, hardware, or equipment ("**Hardware**") installed by the Service Provider for the Customer at such price set out in the Service Provider's then current pricing schedule and as outlined in paragraphs 4.2 through 4.6; <u>plus</u>
- (c) in the event Service Provider is unable to perform Services at Customer's work site due to Customer's breach of an obligation set forth in Section 3 hereof, including, without limitation, by reason of Customer's failure to provide MOT at the work site, or ensure electric power line is operational, or if Service Provider is unable to access the work site location or equipment, including due to password protection or access not granted to Service Provider, an additional fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to provide Services on such service call, including travel time to and from such work site shall be charged to Customer.

Customer Initials

Service Provider Initials

### ☐ OPTION B: Hourly Fee and/or For Equipment Older Than 5 Years Not Covered Under Option A

- (a) a fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to provide Services hereunder, including travel time to and from the work site, time spent providing Services, including manufacturer or Service Provider warranty servicing; provided, a minimum of four (4) hours shall be charged per Service Provider employee and/or agent for each service call or visit to a Customer work site; plus
- (b) a fee of \$85 per hour for each hour devoted by an employee or agent of the Service Provider to provide remote support services to the Customer under the SLA; plus
- (c) the cost of any new or used replacement parts, hardware, or equipment ("Hardware") installed by the Service Provider for the Customer at such price set out in the Service Provider's then current pricing schedule, attached as Exhibit B, as may be amended from time to time, and as may be adjusted by the Market Pricing Adjustment (defined below).

Payment to Service Provider of such fees and the cost or reimbursement for the cost of Hardware pursuant to this Section 4 shall constitute payment in full for the performance of the Services, Hardware, and services under the SLA. Unless otherwise provided in the applicable Statement of Work, said fee and costs will be payable within 30 days of receipt by the Customer of an invoice from Service Provider but in no event more than 60 days after completion of the Services performed pursuant to the applicable Statement of Work.

- 4.2 Except with respect to any pre-approved purchases pursuant to Section 4.3 or as otherwise set forth in the Statement of Work, the installation of Hardware having a price per item more than \$500.00 shall be billed against Blanket PO referenced below in 4.3. Equipment with a per item price of less than \$500 is pre-approved under this service agreement.
- 4.3 Customer shall issue to Service Provider a blanket PO in the aggregate amount of \$10,000.00 (the "**Blanket PO**") to be applied to the cost of any Hardware exceeding \$500 installed during the term of this Agreement. Equipment under \$500 is not deducted from Blanket PO total and will be invoiced post equipment repair. Equipment exceeding a per item cost in excess of \$500 is outlined in Exhibit B and subject to increases referenced below (4.4).
- 4.4 Customer hereby pre-approves the purchase and cost of all hardware installed under such Blanket PO. Any remaining amount on the Blanket PO as of the end of the term of this Agreement shall be canceled / credited back to agency. Should the Blanket PO be fully utilized during the term of this agreement, the parties will agree to a new Blanket PO for such hardware cost, this newly executed Blanket PO will be added as an addendum to this Service Agreement.

Customer Initials

Service Provider Initials

- 4.5 The Parties acknowledge and agree that the manufactures' pricing for Hardware may fluctuate due to industry and market conditions after the date of this Agreement. Accordingly, the Service Provider reserves the right, in its discretion, to increase the Hardware prices set forth in the then applicable pricing schedule, attached as Exhibit B, as may be amended from time to time, by up to five percent (5%) per item without prior written notice to the Customer (the "Market Pricing Adjustment"). In addition, the Service Provider may, in its discretion, upon an increase in manufacturer Hardware prices, modify the Hardware pricing schedule and Exhibit B hereto upon five (5) days' prior written notice to the Customer.
- 4.6 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; and to the extent Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse Service Provider in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Customer shall provide a copy of its sales tax exemption certificate upon execution of this contract, if applicable.
- 4.7 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
- 5. <u>Limited Warranty and Limitation of Liability</u>.
  - 5.1 Service Provider warrants that it shall perform the Services:
  - (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
  - (b) Using personnel of commercially reasonable skill, experience, and qualifications.
  - (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
    - 5.2 Service Provider hereby warrants to Customer that new hardware installed by Service Provider during the term of this Agreement will be fit for its particular use for a period consistent with the new manufacturer's warranty (the "Hardware Limited Warranty"). Service Provider's SOLE OBLIGATION and Customer's SOLE REMEDY in the event of a defect covered by this Hardware Limited Warranty will be for Service Provider to replace the defective Hardware; provided, however, the

Customer Initials

service cost of installation for such replacement Hardware shall constitute Services and subject to [the hourly fee set forth in Section 4.1(a)] **OR** [a fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to install the replacement Hardware].

- 5.3 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:
- (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.2.
- (b) In the event the Agreement is terminated pursuant to Section 5.3(a) above, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Services or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.
- (c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Customer.
  - 5.4 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 OR SECTION 5.2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
- 6. <u>Intellectual Property</u>. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, knowhow, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.
- 7. <u>Audit Right and Retention of Records</u>. Customer shall have the right to audit the books, records, and accounts of Service Provider and its subcontractors that are related to the Services. Service Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Services. All books, records, and accounts of Service Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form

Customer Initials

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within a reasonable time, and upon request to do so, Service Provider or its subcontractor, as applicable, shall make same available at no cost to Customer in written form.

Service Provider and its subcontractors shall preserve and make available, at reasonable times for examination and audit by Customer, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Customer to be applicable to Service Provider's and its subcontractors' records, Service Provider and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Service Provider or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Customer's disallowance and recovery of any payment upon such entry.

Service Provider shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT \_\_\_\_\_\_.

#### 8. Public Entity Crime Act.

Service Provider represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Customer, may not submit a bid on a contract with Customer for the construction or repair of a public building or public work, may not submit bids on purchases of real property to Customer, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Customer, and may not transact any business with Customer in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Customer pursuant to this Agreement and may result in debarment from Customer's competitive procurement activities.

In addition to the foregoing, Service Provider further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act

Customer Initials

defined as a "public entity crime" regardless of the amount of money involved or whether Service Provider has been placed on the convicted vendor list.

#### 9. Term, Termination, and Survival.

- 9.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of eight (8) months (02/01/2023 09/30/2023), unless sooner terminated pursuant to Section 9.2 or Section 9.3.
- 9.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:
- (a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 business days after filing.
  - (d) Is dissolved or liquidated or takes any corporate action for such purpose.
  - (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
  - 9.3 Notwithstanding anything to the contrary in Section 9.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for 60 days after Customer's receipt of written notice of nonpayment; or (b) more than 2 time[s] in any 3 month period.
  - 9.4 The rights and obligations of the Parties set forth in this Section 8.4 and in Section 6, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

#### 10. <u>Limitation of Liability</u>.

- 10.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 10.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.
- 11. <u>Entire Agreement</u>. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work or other Exhibit hereto, the terms and conditions of the Statement of Work or other Exhibit shall supersede and control.
- 12. <u>Notices</u>. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

Notice to Customer:	535 Park Avenue, Lake Park, FL 33403
	Attention:
Notice to Service Provider:	4185 35th St N, St. Petersburg, FL 33714
	Attention: Ryan Barnett

13. <u>Severability</u>. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, the Parties shall negotiate

Customer Initials

Service Provider Initials

in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 14. <u>Amendments</u>. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- 15. <u>Waiver</u>. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 16. <u>Assignment</u>. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.
- 17. <u>Successors and Assigns</u>. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 19. <u>No Third-Party Beneficiaries</u>. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 20. <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law principles thereof that would result in the application of the laws of any other jurisdiction. Any action, litigation, suit or proceeding

Customer Initials

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arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought solely in federal or state courts of competent jurisdiction in the courts of the State of Florida located in Hillsborough County, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, litigation, suit or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action, litigation, suit or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- 21. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 22. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.
- 23. <u>Force Majeure</u>. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, hurricane or tropical storm, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances.

The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 10 consecutive days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon 5 days' written notice.

Customer Initials

Service Provider Initials

#### [SIGNATURE PAGE FOLLOWS]

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Customer Initials

128897170.3

Service Provider Initials

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Town of Lake Park
By
Name:
Title:
Vetted Security Solutions LLC
By
Name:
Title:

#### **EXHIBITS**

#### **EXHIBIT A**

#### STATEMENT OF WORK

Service Provider agrees to provide Repair Services ("Services") including but not limited to the repair or replacement of security cameras, license plate readers, and equipment as outlined below on an as-needed basis. Service Provider warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry.

#### I. Equipment Covered:

Intersections and Trailers	# of cameras
Site 2	2
Site 3	2
Site 10	2
Site 9	1
Site 7	1
5 Intersections	8 Cameras

#### **EXHIBIT B**

#### SAMPLE PRICE LIST OF REPAIR COMPONENTS FOR SPEED / MESSAGE TRAILERS

Electronics	Price	Part
Tycon	\$299.48	N/A
PEPWAVE	\$518.53	N/A
FIXED LPR PC	\$1,604.27	N/A
Power Supply	\$104.93	N/A
Cable Pull	\$150.00	N/A
5 Port PoE Gigabit	\$637.50	N/A
5 Port PoE Non-Gigabit	\$435.12	N/A
8 Port PoE Gigabit	\$266.67	N/A
8 Port PoE Non-Gigabit	\$186.67	N/A
65-Watt Antaira	\$291.67	N/A
F: 1155	\$6495.00	
Fixed LPR replacement		N/A
WANCO		
ICC Touchscreen Controller for Creating Messages for	\$765	216613-C1
Trailers <u>without</u> Traffic Data Classifier	·	
Extreme Speed Red and Blue Flashing Strobes or White Flashing Strobes (Inside the Display)	\$270	203679
Wanco Premium Traffic Data Classifier System (Side	фг. 250	N/A
Fire Radar-based, Nonintrusive) with Wanco Traffic Analyzer Software	\$5,350	N/A
ICC Message Sign Touch Screen Controller for Creating Custom Messages		
Includes: 170W Solar Array, Security Battery Box with		
Puck Locks with Two 12V 4D AGM Batteries and 45 Amp Battery Charger		
Digital 4G Cellular RV50X Modem with GPS (Specify		
Verizon®, AT&T®, Sprint® or other) (Cellular Data Plan Not Included)		
Wanco Traffic Data Classifier System (Side Fire Radar-	\$3,070	N/A
	Ψυ,0/0	11/1
based, Nonintrusive) with Wanco		

ICC Message Sign Touch Screen Controller for Creating Custom Messages		
Includes: 130W Solar Array, Wanco Standard Battery Box with Two 12V 4D AGM Batteries and 45 Amp Battery Charger		
Communications		
Digital 4G/ 5G Firstnet Modem with GPS	\$560	223881
(Specify AT&T®, Sprint® or Verizon, <i>Service Not Included</i> ), 1 Year Warranty		
Trailer		
Anti-theft Axle-lock Bar	\$110	104098-52.000
30" x 36" Regulatory Speed Limit Sign with Changeable Speed Limit Numbers	\$160	208788
Lunette Ring for 2.5-inch Pintle Hitch (Replaces Standard 2" Ball Hitch)	\$115	101978-001
Lunette Ring for 3-inch Pintle Hitch (Replaces Standard 2" Ball Hitch)	\$245	104807-001
Combo-hitch for 2.5-inch Pintle Hitch and 2-inch Ball Hitch (Replaces Standard 2" Ball Hitch)	\$315	103412-001
7 Pin Trailer Wiring Adapter (RV style)	\$65	106371
7 Pin Trailer Wiring Harness (Cable with SAE Round Pin Connector) with 4 Tail Lights	\$320	N/A
Pro Series Round, Snap-Ring Swivel Jack - Weld On - Sidewind - 10" Lift - 2,000 lbs	\$199	N/A
Round Steel Full Wheel Fenders Bolted to the Trailer Frame	\$385	N/A
Solar		
85-watt Solar Panel (Replaces Standard 65W Solar Panel, 31% Increase)	\$195	205263
130-watt Solar Panel (Replaces Standard 65W Solar Panel, 100% Increase)	\$605	202493
170-watt Solar Panel (Replaces Standard 65W Solar Panel, 160% Increase)	\$1,000	215791-C1
200-watt Solar Panel (Replaces Standard 65W Solar Panel, 208% Increase)	\$1,300	202498
Batteries		

Wanco Standard Battery Box	\$470	218753-C1
(Four – 6VDC Flooded Batteries - 400 Ah total capacity) (15-amp Battery Charger)		
Wanco Standard Battery Box	\$370	N/A
(One – 12VDC AGM Batteries - 200 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Lock	\$670	N/A
(One – 12VDC AGM Batteries - 200 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Locks	\$1,470	218764-C1
(Two – 12VDC AGM Batteries - 400 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Locks	\$2,570	215919-C1
(Three – 12VDC AGM Batteries - 600 Ah total capacity) (45-amp Battery Charger)		
Custom Color		
Custom Color Scheme – Electrostatic Powder Coat, Approved Color Chip Required	\$930	N/A

#### **EXHIBIT C**

#### **SERVICE LEVEL AGREEMENT**

#### **AGREEMENT OVERVIEW**

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the services that you have requested us to provide. All other support services are documented in the Support Call Process.

#### **DURING THE SERVICE / WARRANTY PERIOD**

- **a.** Vetted Security Solutions provides phone support Monday through Friday 8-5 eastern time support line available at 727-440-3245, excluding legal holidays. A 24-hour support ticket system is available at <a href="https://vettedsecuritysolutions.com/support/">https://vettedsecuritysolutions.com/support/</a> and allows users to create a ticket automatically which will send you an email you're your ticket number allowing you to track the status of your issue and view tech responses.
- **b.** Vetted Security Solutions will diagnose the issue and provide analysis of cause of issue within a 72-hour period of being notified of issue by either 24-hour support ticket system or agency personnel.
- **c.** Vetted Security Solutions will assure that repairs are completed within specifications with OEM parts or current market equivalent.
- **d.** This warranty does not cover vandalism or units that have been physically damaged in any way or that have been through a force majeure event.

# VETTED SECURITY SOLUTIONS

#### **Vetted Security Solutions**

4185 35th St N Saint Petersburg, FL 33714 Office Phone: (727) 440-3245

Purchaser: John D'Agostino

Purchaser Phone Number: (561) 881-3345 Purchaser Email: jd'agostino@lakeparkflorida.gov

Quote Name: Town of Lake Park (FL) - Fixed LPR Refresh CRA

Locations

Quote #: Q-08307-3 Job Number: 7843 Date: 1/20/2023, 1:12 PM Expires On: 2/24/2023

Ship To

Town of Lake Park (FL) 700 6th Street Lake Park, FL 33403 United States Bill To

Town of Lake Park (FL) 700 6th Street Lake Park, FL 33403 United States

#### PROJECT QUOTATION

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

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mike Reese	(727) 902-1173	mreese@vettedsecuritysolutions.com		Net 30

#### Site 1 - (5 year in service date: 10/17/23)

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	VSS-LPR-MAIN	NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625"" x (W) 17.5"" x (D) 12""  PC with Core I7 Processor  Supports 120VAC  4G/5G Capable Modem  Gigabit Ethernet PoE Switch  VVT Ready  Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)	\$4,514.02	\$4,514.02

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
2.00	01782-001	Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps. Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.  Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.  Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.  NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C(-40°F to 140°F).  Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply	\$1,299.00	\$2,598.00		
2.00	01165-001	AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL	\$66.32	\$132.64		
2.00	3PC-1SL	Annual single camera license for 3rd party camera with central server processing	\$750.00	\$1,500.00		
2.00	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$1,990.00		
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00		
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$190.00		
	Site 1 - (5 year in service date: 10/17/23) TOTAL:					

Site 6 - (5 year in service date: 10/17/23)

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	VSS-LPR-MAIN	NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625"" x (W) 17.5"" x (D) 12"" PC with Core I7 Processor Supports 120VAC 4G/5G Capable Modem Gigabit Ethernet PoE Switch VVT Ready Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)	\$4,514.02	\$4,514.02

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
2.00	01782-001	Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps. Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.  Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.  Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.  NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C(-40°F to 140°F).  Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply	\$1,299.00	\$2,598.00		
2.00	01165-001	AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL	\$66.32	\$132.64		
2.00	3PC-1SL	Annual single camera license for 3rd party camera with central server processing	\$750.00	\$1,500.00		
2.00	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$1,990.00		
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00		
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$190.00		
	Site 6 - (5 year in service date: 10/17/23) TOTAL:					

Site 5 - (5 year in service date: 10/17/23)

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	VSS-LPR-MAIN	NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625"" x (W) 17.5"" x (D) 12"" PC with Core I7 Processor Supports 120VAC 4G/5G Capable Modem Gigabit Ethernet PoE Switch VVT Ready Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)	\$4,514.02	\$4,514.02

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
2.00	01782-001	Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps. Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.  Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.  Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.  NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C(-40°F to 140°F).  Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply	\$1,299.00	\$2,598.00	
2.00	01165-001	AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL	\$66.32	\$132.64	
2.00	3PC-1SL	Annual single camera license for 3rd party camera with central server processing	\$750.00	\$1,500.00	
2.00	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$1,990.00	
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00	
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$190.00	
	Site 5 - (5 year in service date: 10/17/23) TOTAL:				

#### **Scope of Work**

#### **Notes**

#### **Terms & Conditions**

- 1. All prices are quoted in USD and will remain firm and in effect for 30 days.
- 2. This Quote does not include anything outside the above-stated bill of materials.
- 3. There will be a 2.9% processing fee for credit card payments.
- 4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
- 5. The expected lead time for hardware and installation is 30-60 days.
- 6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
- 7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.

- 8. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
- 9. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).
- 10. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

		Project Total: \$38,623.98
Signature:	 Effective Date:	
Name (Print):	Title:	

Please sign and email to insidesales@vettedsecuritysolutions.com THANK YOU FOR YOUR BUSINESS!



#### **Vetted Security Solutions**

4185 35th St N Saint Petersburg, FL 33714 Office Phone: (727) 440-3245

Purchaser: John D'Agostino

Purchaser Phone Number: (561) 881-3345 Purchaser Email: jd'agostino@lakeparkflorida.gov Quote Name: Town of Lake Park (FL) - LPR Refresh

Quote #: Q-08237-6 Job Number: 7798 Date: 1/13/2023, 9:22 AM Expires On: 2/24/2023

Ship To

Town of Lake Park (FL) 700 6th Street Lake Park, FL 33403 United States Bill To

Town of Lake Park (FL) 700 6th Street Lake Park, FL 33403 United States

#### **PROJECT QUOTATION**

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

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
	Number			
Mike Reese	(727) 902-1173	mreese@vettedsecuritysolutions.com		Net 30

#### Site 4 - (5 year in service date: 10/17/23)

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	VSS-LPR-MAIN	Vetted Fixed LPR Main; NEMA Enclosure, Pepwave BR1, Gigabit Ethernet Switch, Webmonitor, VVT Ready, Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)	\$4,514.02	\$4,514.02

QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2.00	01782-001	Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps. Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.  Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.  Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.  NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C(-40 °F to 140 °F).  Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply	\$1,299.00	\$2,598.00
2.00	01165-001	AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL	\$66.32	\$132.64
2.00	3PC-1SL	Annual single camera license for 3rd party camera with central server processing	\$750.00	\$1,500.00
2.00	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$1,990.00
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$190.00
1.00	VSS-BB-2C	•NEMA - BBA-2 - (H) 22.625" x (W) 19.25" x (D) 19.625" •Battery Backup Kit for 2 Camera Intelligent LPR Enclosure •1x 100Ah 12VDC Lithium Battery in a 12VDC System •100Ah Total •For use with Photocell / Timer applications w/o constant power"	\$3,200.17	\$3,200.17
		Site 4 - (5 year in service date: 10/17/	23) TOTAL:	\$16,074.83

Site 8 - (5 year in service date: 10/17/23)

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	VSS-LPR-MAIN	Vetted Fixed LPR Main; NEMA Enclosure, Pepwave BR1, Gigabit Ethernet Switch, Webmonitor, VVT Ready, Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)	\$4,514.02	\$4,514.02

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2.00	01782-001	Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps.  Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph)  Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.  Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.  Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.  NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C(-40 °F to 140 °F).  Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply	\$1,299.00	\$2,598.00
2.00	01165-001	AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL	\$66.32	\$132.64
2.00	3PC-1SL	Annual single camera license for 3rd party camera with central server processing	\$750.00	\$1,500.00
2.00	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$1,990.00
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$190.00
		Site 8 - (5 year in service date: 10/17/	/23) TOTAL:	\$12,874.66

Site 11 - (5 year in service date: 10/17/23)

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	VSS-LPR-MAIN	Vetted Fixed LPR Main; NEMA Enclosure, Pepwave BR1, Gigabit Ethernet Switch, Webmonitor, VVT Ready, Supports up to 4 Cameras total including Bridge Boxes (Cameras Not included)	\$4,514.02	\$4,514.02

QTY	PART#	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2.00	01782-001	Robust outdoor, color 2 MP/1080p HDTV license plate camera for sharp license plate images day and night. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p / 2MP resolution at up to 50/60 fps. Varifocal 18–137 mm, 8x optical zoom lens, 16°-2.3° HFOV, F2.9 with remote zoom and installation focus. License plate capture range 20-50 meter at night with built-in OptimizedIR at speeds up to 130 km/h (81 mph) Includes license plate capture assistant for easy setup, pixel counter, shock detection, active tampering alarm, defogging and electronic image stabilization.  Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage.  Integrated bracket for easy mounting on wall and ceiling. Dark grey (NCS S5502-B) casing, black fixed metal weather shield with anti-glare coating.  NEMA 4X, IP66/67 and impact resistant in -40°C to +60°C(-40°F to 140°F).  Powered by PoE (IEEE 802-3af), RJ45 or IDC punchdown connector, 20-28 V DC or 20-24 V AC. Includes DOT Compliant Camera Mount and Power Supply	\$1,299.00	\$2,598.00
2.00	01165-001	AXIS T91B47 50-150MM, POLE MOUNT INDOOR OUTDOOR, 1K10-RATED VANDAL	\$66.32	\$132.64
2.00	3PC-1SL	Annual single camera license for 3rd party camera with central server processing	\$750.00	\$1,500.00
2.00	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$1,990.00
1.00	VSS-Fixed Installation	Fixed Installation per enclosure	\$1,950.00	\$1,950.00
2.00	VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$95.00	\$190.00
	•	Site 11 - (5 year in service date: 10/17/	23) TOTAL:	\$12,874.66

#### Scope of Work

Vetted Security Solutions is to provide and install Q1700 cameras, main communications enclosures, and battery back ups on existing LPR infrastructure per provided site survey. Lake Park mustprovide SIM card and is responsible for any permitting costs, if applicable. This assumes constant 120v of power is present from existing disconnect and can be used.

#### **Notes**

#### **Terms & Conditions**

- 1. All prices are quoted in USD and will remain firm and in effect for 30 days.
- 2. This Quote does not include anything outside the above-stated bill of materials.
- 3. There will be a 2.9% processing fee for credit card payments.
- 4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.

- 5. The expected lead time for hardware and installation is 30-60 days.
- 6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
- 7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
- 8. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
- 9. A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).
- 10. Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

		<b>Project Total:</b> \$41,824.15
Signature:	Effective Date:	
Name (Print):	Title:	
		·

Please sign and email to insidesales@vettedsecuritysolutions.com THANK YOU FOR YOUR BUSINESS!

### EXHIBIT "D"



# Town of Lake Park Facility Rental Application

Date of Event:	2/4/23				
Time of Event:	10:00AM		to	11:30AM	
Set-up Time:			to	10:00PM	
Breakdown Time:					
<b>Rental Facility</b>					
Town Hall: W. Ilex Park: Kelsey Park: Lake Shore Park: Lake Shore Park:	Picr Enti Enti	ire Park (Requi	res Special Even res Special Even	ats Permit) G ats Permit)X Ir h, Playground)	
<b>Purpose of Rental</b>		parks children's	s community a	activity	
	Dancers Sho	owcase			
Requests:	Speci	olic Beverage al Events Per	s mit Require	Bounce House	
<b>Contact Informati</b>	on:				
Name:M	arley Angervil				
Organization:	Lake Park Spa	arks			
	723 west Kalm		ζ		
Home: (561	_)856	0673	Cell: (		
Work: (	_)		E-mail:		
I, THE UNDERSIGN FACILITY RENTAL			DERSTAND	EVERYTHING I	N THE
Renter:	Marley Ang	gervil		Date_	1/11/23
Lake Park Staff: X	<b>X</b>			Date	



## Facility Usage Agreement

This agreement, made the
<b>Premises:</b> Town leases to Renter and Renter leases from Town the indoor pavillion (Facility Name)
<b>Term:</b> The hours of rental are from10_o'clock _am. until11:30_o'clock _amm. on2/4/23(Day/Date).
<b>Security Deposit:</b> Event organizer shall deposit with Town the sum of \$ as security for the full and faithful performance by event organizer of all of event organizers obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that the event organizer shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the event organizer. If the event organizer fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to the event organizer within one month of the event.
<b>Rental Rate:</b> Event Organizer shall pay Town the rental sum of \$, fourteen (14) business days prior to the event. Any payment made to the Town after the 14 days must be paid in cash only.
<b>Leases and Assignments:</b> Event Organizer shall not have the right to assign this agreement to any other person or entity.
Rules and Regulations: The rules and regulations included hereto shall be

incorporated into and made a part of this agreement.

**Indemnification:** Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

#### **General Provisions:**

Captions: The captions or titles to the various sections of 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 or of any parts thereof.

Joint and Several Obligations: If event organizer consists of more than one person or entity, the obligation of all such persons is joint and several.

Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

<b>EVENT ORGANIZER:</b>	Marley Angervil
	(PRINT)
	(SIGNATURE)
<b>D</b> ATE:1/	11 / 23

# TOWN OF ARE PARK

#### **TOWN OF LAKE PARK**

535 Park Avenue Lake Park, FL 33403 561-840-0160

#### **FACILITY RENTAL INVOICE**

NOTES:						
				BALANCE D	BALANCE DUE: \$	
				PAID TODAY: \$		
				TOTAL:	\$ <u>564.70</u>	
	, Endorate 43				¥ <u>-55.55</u>	
RSCUR *PERSONNEL \$30.00/HR X _ 3			3 HRS =		\$ 90.00	
DEPMB/DEPPV	TOTAL RENTAL FI	E (From abo	ove taxed box)		\$ 250.00	
	TOTAL DENITAL EL	EE (Erom aho	nyo tayod hay)		<b>\$</b> 224.70	
RFTAX			TAX 7% (On Rental Fee	only)	\$ 14.70	
			RENTAL FEE		<b>\$</b> 210.00	
RFRNT Set-up/	Breakdown		\$60.00/HR X <u>2</u> HR	S	\$ <u>120.00</u>	
RFRNT Flat Rat	te Rental Fee		\$		\$	
* Plus \$30/hr Pe	ersonnel Fee (see b	elow)				
RFRNT <b>Non-Re</b>	esident Fee		\$/HR* X	HRS	\$	
RENTAL (Plus 79 RFRNT Resider			\$ <u>90.00</u> /HR* X <u>1</u>	HRS	\$ 90.00	
			NO. OFFLOPEL4	<del></del>		
LOCATION:	Indoor Pavilion		NO. OF PEOPLE 4			
EVENT TYPE:	Dance Showca					
	9:30 am TIME: <u>11:30 am</u>		12:30 pm			
EVENT TIME:	10:00 am		30 am			
EVENT DATE:	Saturday, Febru	ıary 4, 2023				
PHONE:	561-856-0673					
	Lake Park, FL 3					
NAME: ADDRESS:	Marley Angervil 723 West Kalmi					

#### Exhibit "E"



#### **TOWN MANAGER COMMENTS**

## TOWN COMMISSION MEETING Wednesday, February 1, 2023

#### P3 Comprehensive Agreement

Staff is continuing to work with our Town Attorney, the Attorney for Forest Development, SDI, and the Forest Development team in finalizing the P3 Comprehensive Agreement. Once the Comprehensive Agreement has been finalized for presentation to the Commission, I will be scheduling a Commission workshop to give you all an ample opportunity to review the final agreement prior to bringing it before you at a Commission meeting.

#### **Town Grantmaking Program**

All applications for the Town's grantmaking program are due this **Friday**, **February 3**, by 5:00 p.m. Applications can **only** be accepted by the Town Clerk's office.

Applications will be reviewed by a committee that will present its recommendations to the Commission at an upcoming meeting. Commissioners are respectfully requested to not communicate about the grant application or grant process with any potential grant recipients prior to the presentation at said Commission meeting.

#### **HUMAN RESOURCES**

#### **Town Job Openings**

The Public Works Department is seeking qualified individuals to fill the following positions:

<u>Stormwater Technician II</u>. Pay range: \$18.21 to \$28.22 per hour. The application deadline is 5:00 p.m. on **February 3, 2023**.

Maintenance Worker. Pay range \$15.90 to \$23.40 per hour. The application deadline is 500 p.m. on **February 14, 2023.** 

To view the <u>complete</u> job postings for the above positions or to download an employment application, please visit the Town's official website at <u>www.lakeparkflorida.gov</u>. For additional information please contact the Town's Human Resources Department at 561-881-3300 Option 8.

#### **LIBRARY**

The Lake Park Public Library and Bridges of Lake Park would like to invite everyone to attend the "Love Your Library" event on **Wednesday**, **February 15** from 5:00 p.m. to 8:00 p.m. Find out what the library can do for you, as well as sign up for a library card, get some

pizza and giveaways, and for the kids, a heart craft, Valentine's coloring pages, and making a Valentine's card. This is the start of the Library's return to regular hours. Thursday, February 16, the Library will be open 9:00 a.m. to 8:00 p.m. The Library's schedule will be Monday, 9:00 a.m. to 6:00 p.m., Tuesday, Wednesday, and Thursday, 9:00 a.m. to 8:00 p.m., Friday, 9:00 a.m. to 4:00 p.m., and Saturday, 10:00 a.m. to 4:00 p.m.

#### **PUBLIC WORKS**

The Public Works Department is pleased to be able to offer you a new and more efficient method for requesting service. The department has implemented a web-based system that enables you to submit requests for all Public Works services or report issues simply by completing a short form. We ask that you provide your contact information (including email address) to enable automatic notifications regarding the status of your request and to allow us to reach you should we have any questions. For your convenience, you may access the system by visiting the Town's website at lakeparkflorida.gov and selecting "Request Service" under the "I Want To" menu (on the top right corner). Alternatively, you may also click on Government Departments Public Works Request Service. Please contact the Public Works Department with any questions about the new system by calling (561) 881-3345 or emailing publicworks@lakeparkflorida.gov.

Additionally, we are excited to announce that on Thursday, March 2nd, 2023, from 6:00 p.m. to 8:00 p.m., a Stakeholders Meeting will take place to present a design progress update on the proposed Streetscape and Landscape Improvements for 10th Street (between Park Avenue and Northern Drive) and Park Avenue (Between 7th and 10th Street). The location for this event is the Commission Chambers at the Town Hall. During this event, we welcome members of the public to provide comments and ask questions regarding planned design and implementation timeline for this Community Redevelopment Agency (CRA) project. Finally, a direct mailer related to this event will be sent to all Town addresses and additional project information is available on the Town's Website by searching for keyword: "Capital Projects" or by contacting the Department of Public Works at (561) 881-3345 or email publicworks@lakeparkflorida.gov.

#### **SPECIAL EVENTS**

#### **Dr. Seuss Read Across America**

The Town Commission and Town Manager have been invited by Lake Park Elementary to participate in this year's Dr. Seuss Read Across America. The event will take place on Thursday, March 2 from 8:30 am – 1:00 pm. The Special Events Department will reach out to the Town Commission individually to schedule the 30 minute reading times. The book will be provided by Lake Park Elementary.

#### St. Patrick's Day Parade

The Town Commission has been invited to participate in the Palm Beach Shores St. Patrick's Day Parade on Saturday, March 11. The parade will kick off at the Community Center at 11:00 am. Please let us know who would like to participate as soon as possible. The Special Events Departments will make the arrangements.