

**RESOLUTION NO. R24-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALOS VERDES ESTATES, CALIFORNIA, APPROPRIATING UNENCUMBERED EQUIPMENT REPLACEMENT FUNDS (FUND 60) IN THE AMOUNT OF \$94,950 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING RELATING TO AUTOMATED LICENSE PLATE RECOGNITION CAMERAS**

**SECTION 1. Recitals.**

- A. At a Regular Meeting held on June 14, 2016, the City of Palos Verdes City Council entered into a Memorandum of Understanding (MOU) between the cities of Palos Verdes Estates, Rolling Hills, Rolling Hills Estates, and Rancho Palos Verdes.
- B. The MOU provides for the establishment and periodic funding of a regional effort to address crime through the establishment of newly available camera technology known as the Automatic License Plate Recognition (ALPR) system.
- C. The City wishes to amend the current MOU relating to the placement and maintenance of ALPR cameras around the Palos Verdes Peninsula.
- D. The replacement and installation of ALPR cameras and new equipment is \$474,749.68 for the entire Palos Verdes Peninsula ALPR system. The cost share for the City of Palos Verdes Estates is 20% or \$94,950.
- E. The City Council now desires to appropriate \$94,950 worth of unencumbered funds from the Equipment Replacement Fund (Fund 60) to fund the City of Palos Verdes Estates' share of the cost for the placement and maintenance of ALPR cameras across the Palos Verdes Peninsula.

**SECTION 2. The City Council of the City of Palos Verdes Estates, California does hereby RESOLVE, DETERMINE, and ORDER:**

- A. The above Recitals are true and correct and by this reference incorporated herein.
- B. The City Council finds it in the City's best interest to allocate funds towards funding the MOU and hereby authorizes the appropriation of the sum of \$94,950 worth of unencumbered funds from the Equipment Replacement Fund (Fund 60) to fund the placement and maintenance of ALPR cameras pursuant to the terms of the MOU.
- C. The City Manager and Interim Finance Director are hereby authorized to take all necessary actions to record this action of the City Council.
- D. The Interim City Clerk is hereby authorized to certify to the passage

and adoption of this Resolution and enter it into the book of original Resolutions.

E. The allocation shall be performed in accordance with applicable law and generally accepted accounting and auditing procedures.

F. This Resolution shall take effect upon its adoption.


**SECTION 3. Environmental Review.**

The City Council finds that the adoption and implementation of this resolution is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment and section 15064(e) which exempts purely economic regulations.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Palos Verdes Estates, California held on the 13th day of February, 2024, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**PASSED, APPROVED, AND ADOPTED** this 13<sup>th</sup> day of February 2024.




Dawn Murdock, Mayor

ATTEST:



Interim City Clerk

APPROVED AS TO FORM:



Trevor Rusin, City Attorney

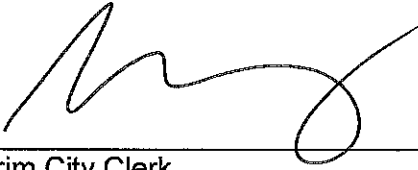
**RESOLUTION NO. R24-06**

**CERTIFICATION**

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            )     SS:  
CITY OF PALOS VERDES ESTATES     )

I, Interim City Clerk for the City of Palos Verdes Estates, California, do hereby certify that the foregoing Resolution **R24-06** was duly and regularly approved and adopted by the City Council of the City of Palos Verdes Estates at its regular meeting of the City Council on the 13<sup>th</sup> day of February, 2024, by the following vote:

- AYES:            COUNCILMEMBERS: Murdock, Lozzi, Kemps, Roos, McGowan
- NOES:           COUNCILMEMBERS:
- ABSENT:        COUNCILMEMBERS:
- ABSTAIN:       COUNCILMEMBERS:

  
\_\_\_\_\_  
Interim City Clerk

**RESOLUTION NO. R24-06**

**EXHIBIT A**

**Budget Adjustments**

**Increase Appropriations in the Equipment Replacement Fund (Fund 60):**

<b>Org</b>	<b>Dept</b>	<b>Account</b>	<b>Amount</b>
01-4010	Police	66610	\$94,950

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITIES OF  
PALOS VERDES ESTATES, RANCHO PALOS VERDES, ROLLING  
HILLS, AND ROLLING HILLS ESTATES RELATING TO  
PLACEMENT AND MAINTENANCE OF AUTOMATED  
LICENSE PLATE RECOGNITION CAMERAS AROUND THE  
PALOS VERDES PENINSULA**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“First Amendment”) is made this 13 day of February 2024, between the CITY OF PALOS VERDES ESTATES, a municipal corporation (“Palos Verdes Estates”), the CITY OF RANCHO PALOS VERDES, a municipal corporation (“Rancho Palos Verdes” or “Lead Agency”), the CITY OF ROLLING HILLS, a municipal corporation (“Rolling Hills”), and the CITY OF ROLLING HILLS ESTATES, a municipal corporation (“Rolling Hills Estates”). Each of the foregoing is sometimes referred to herein as “Member”, or collectively as “Members.”

RECITALS

- A. The Members entered into a Memorandum of Understanding dated June 21, 2016, whereby the Members agreed to enter into a contract with an Automated License Plate Recognition (“ALPR”) service provider to purchase, install, and maintain cameras at various entry-points to the Palos Verdes Peninsula with the data being processed through the Los Angeles County Sheriff’s Department which is the contract law enforcement agency with three of the four cities, Palos Verdes Estates having its own department increasing public safety (the “MOU”). Unless otherwise defined in this First Amendment, all initially capitalized terms have the meaning defined in the MOU.
- B. The Members desire to enter into this First Amendment to the MOU for the purpose of replacing the existing System that is out of warranty with new ALPR cameras and other new equipment.

AGREEMENT

NOW, THEREFORE, the Members agree as follows:

1. Amendment to Section 5(a). Section 5(a) of the MOU is amended and restated as follows:
  - (a) Payment. To pay to the Lead Agency (City of Rancho Palos Verdes) their proportional share of the revised costs of the ALPR Contract as shown in Exhibit A of this First Amendment and any other costs authorized under the MOU to purchase, install and operate the upgraded System. The cost estimates presented in Exhibit A have been agreed upon by the Members and are subject to changes in the actual cost of the ALPR Contract. Each Member is required to pay for its own costs, including any charged by the APLR Contractor under a separate agreement with the Contractor. The percentages to be paid by each Member under the Cost Allocation Formula (the “Formula”) are as follows:

<b>COST ALLOCATION FORMULA ("FORMULA")</b>	
<b>Member</b>	<b>Percentage</b>
City of Palos Verdes Estates	20%
City of Rancho Palos Verdes	60%
City of Rolling Hills	7%
City of Rolling Hills Estates	13%


2. Amendments to Exhibits B and C. Exhibits B and C of the MOU are hereby amended and replaced by the attached Exhibits B and C of this First Amendment.

3. Ratification of MOU as Amended. Except as amended under Sections 1 and 2 above, the remainder of the terms of the MOU will remain the same and are hereby ratified by the Members.

IN WITNESS WHEREOF, each of the Members hereto have caused this First Amendment to be executed and attested by its duly authorized officers as of the dates set forth below.

**[SIGNATURE PAGES FOLLOW]**

PALOS VERDES ESTATES

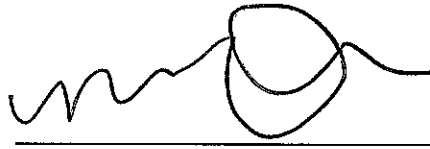


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Dated: 2/15/2024

By: Elaine Jeng, City Manager

APPROVED AS TO FORM



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Dated: 2/20/2024

By: Trevor Rusin, City Attorney

RANCHO PALOS VERDES

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

ROLLING HILLS

---

Dated: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM

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Dated: \_\_\_\_\_

By: \_\_\_\_\_

ROLLING HILLS ESTATES

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

EXHIBIT A - DIVISION OF COSTS

Total Project Cost (Purchase and Installation)

Camera/Equipment Cost	\$403,749.68
Installation Cost	\$71,000.00
<b>Total Cost</b>	<b>\$ 474,749.68</b>

City	Based on Dwelling Units, Population and Land Area (rounded)	Purchase and Installation Cost (Vigilant Solutions)
PVE	20%	\$ 94,950.00
RPV	60%	\$284,850
RH	7%	\$33,232
RHE	13%	\$61,717
	<b>100%</b>	<b>\$ 474,749.68</b>

\*The City of Rolling Hills Estates annual ongoing cost related to cellular data for camera connectivity is approximately \$2,500.





EXHIBIT C -  
CITY ADDRESSES

Elaine Jeng, City Manager  
City of Palos Verdes Estates  
340 Palos Verdes Drive West  
Palos Verdes Estates, CA 90274  
(310) 378-0383  
Fax: (310) 378-7820

Karina Banales, City Manager  
City of Rolling Hills  
2 Portuguese Bend Road Rolling Hills, CA 90274  
(310) 377-1521

Greg Grammer, City Manager  
City of Rolling Hills Estates  
4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274  
(310) 377-1577  
Fax: (310) 377-4468

Ara Mihranian, City Manager  
City of Rancho Palos Verdes  
30940 Hawthorne Boulevard  
Rancho Palos Verdes, CA 90275  
(310) 544-5203  
Fax: (310) 544-5293

		<b>Vigilant Solutions, LLC</b> P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Rolling Hills Estates - Attention: Jessica Slawson			Date:	01-22-24
Project Name:	Palos Verdes Peninsula LPR Upgrade (Purchase) - Rolling Hills Estates - PRELIMINARY			Quote ID:	LQW-0873-03

## Hardware

Qty	Item #	Description
(29)	VSF-025-L5F <a href="#">More Info</a>	<b>L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable</b> <ul style="list-style-type: none"> <li>• Dual-lens camera with infrared LEDs for plate illumination</li> <li>• 55ft - 85ft capture distance and up to 2 lane coverage</li> <li>• Internal trigger for capture of plate alphanumeric, vehicle make and model</li> <li>• Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions</li> <li>• 60' camera cable included</li> <li>• Includes CarDetector LPR software for local server hosting</li> <li>• LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> <li>◦ Full suite of LPR tools including data analytics</li> </ul> </li> </ul>
<b>Subtotal Price</b>		<b>List Price: \$7,794.00</b> <b>Sell Price: \$6,236.00</b> <b>Amount: \$180,844.00</b>
(1)	VSF-035-L5F <a href="#">More Info</a>	<b>L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable</b> <ul style="list-style-type: none"> <li>• Dual-lens camera with infrared LEDs for plate illumination</li> <li>• 85ft - 105ft capture distance and up to 2 lane coverage</li> <li>• Internal trigger for capture of plate alphanumeric, vehicle make and model</li> <li>• Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions</li> <li>• 60' camera cable included</li> <li>• Includes CarDetector LPR software for local server hosting</li> <li>• LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> <li>◦ Full suite of LPR tools including data analytics</li> </ul> </li> </ul>
<b>Subtotal Price</b>		<b>List Price: \$7,794.00</b> <b>Sell Price: \$6,236.00</b> <b>Amount: \$6,236.00</b>
(30)	VS-FX-UNI-POLE-WALL-ASSY	<b>Fixed LPR Camera Bracket</b> <ul style="list-style-type: none"> <li>• Pole or Wall Mount - UPR ARM ASSY POLE &amp; WALL MOUNT BLK REV B</li> </ul>
<b>Subtotal Price</b>		<b>List Price: \$420.00</b> <b>Sell Price: \$350.00</b> <b>Amount: \$10,500.00</b>

(14)	BCAV1F2-C600	<b>Vigilant Fixed Camera Communications Box</b> <ul style="list-style-type: none"> <li>Linux Comms Box using VLP5200</li> <li>Manages power and communications for up to four (4) Vigilant fixed LPR cameras</li> <li>Includes modem for communication with cellular carriers <ul style="list-style-type: none"> <li>SIM Card not included</li> </ul> </li> </ul>		
<b>Subtotal Price</b>		<b>List Price: \$3,954.00</b>	<b>Sell Price: \$3,163.00</b>	<b>Amount: \$44,282.00</b>
(9)	VSF-L6Q-P-KIT <a href="#">More Info</a>	<b>L6Q Quick Deploy Camera (120V AC)</b> <u>Offer Includes:</u> <ul style="list-style-type: none"> <li>One (1) L6Q camera with two internal batteries, 120VAC Power Supply</li> <li>Camera mounting bracket</li> <li>USB-C cable and USB-C to USB-A adapter, Micro SD card</li> <li>Requirements: <ul style="list-style-type: none"> <li>Hosted LPR account for data storage, alerting, analytics and more</li> <li>Enterprise Service Agreement</li> </ul> </li> </ul> <u>Optional, Sold Separately:</u> <ul style="list-style-type: none"> <li>12V DC pigtail cable</li> <li>Excludes Cellular Data Service</li> </ul>		
<b>Subtotal Price</b>		<b>List Price: \$7,254.00</b>	<b>Sell Price: \$5,803.00</b>	<b>Amount: \$52,227.00</b>
(9)	VS-L6Q-120VAC	<b>L6Q 120V AC External power supply</b> <ul style="list-style-type: none"> <li>15FT 120V AC power supply for L6Q camera system</li> <li>This may be used in locations that have a 120V AC power source (3 prong grounded power outlet)</li> </ul>		
<b>Subtotal Price</b>		<b>List Price: \$186.00</b>	<b>Sell Price: \$149.00</b>	<b>Amount: \$1,341.00</b>

## Extended Warranty

5 Year Coverage

Qty	Item #	Description		
(30)	CDFS-4HWW	<b>Fixed Camera LPR System - Extended Hardware Warranty - 4 Additional Years</b> <ul style="list-style-type: none"> <li>Fixed LPR System LPR hardware component replacement warranty</li> <li>Applies to 1-Channel hardware system kit</li> <li>Valid for 4 years from standard warranty expiration</li> </ul>		
<b>Subtotal Price</b>		<b>List Price: \$2,520.00</b>	<b>Sell Price: \$2,016.00</b>	<b>Amount: \$60,480.00</b>
(9)	CDFS-L6Q-HWW-04	<b>Fixed L6Q Camera System - Extended Hardware Warranty - 4 Additional Years</b> <ul style="list-style-type: none"> <li>Fixed L6Q Camera System Extended Hardware Warranty</li> <li>Four (4) Additional Years</li> </ul>		
<b>Subtotal Price</b>		<b>List Price: \$2,016.00</b>	<b>Sell Price: \$1,612.00</b>	<b>Amount: \$14,508.00</b>

## Camera Licensing & Data Hosting - 5 Year Service

(30) L5F Camera Base CLK @ \$250.00ea = \$7,500.00 per year

(9) L6Q Camera CLK @ \$240.00ea = \$2,160.00 per year

Qty	Item #	Description			
(5)	VSBSCSVC-04	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Managed/hosted server account services by Vigilant                             <ul style="list-style-type: none"> <li>◦ Includes access to all LEARN or Client Portal and CarDetector software updates</li> </ul> </li> <li>• Priced per camera per year for over 60 total camera units</li> <li>• Requires new/existing Enterprise Service Agreement (ESA)</li> </ul>			
<b>Subtotal Price</b>		<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><b>List Price: \$330.00</b></td> <td style="width: 33%; border: none;"><b>Sell Price: \$7,500.00</b></td> <td style="width: 34%; border: none;"><b>Amount: \$37,500.00</b></td> </tr> </table>	<b>List Price: \$330.00</b>	<b>Sell Price: \$7,500.00</b>	<b>Amount: \$37,500.00</b>
<b>List Price: \$330.00</b>	<b>Sell Price: \$7,500.00</b>	<b>Amount: \$37,500.00</b>			
(5)	VSBSCSVC-L6Q	<b>Vigilant L6Q Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Vigilant L6Q Service Package for Hosted/Managed LPR Deployments</li> </ul>			
<b>Subtotal Price</b>		<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><b>List Price: \$300.00</b></td> <td style="width: 33%; border: none;"><b>Sell Price: \$2,160.00</b></td> <td style="width: 34%; border: none;"><b>Amount: \$10,800.00</b></td> </tr> </table>	<b>List Price: \$300.00</b>	<b>Sell Price: \$2,160.00</b>	<b>Amount: \$10,800.00</b>
<b>List Price: \$300.00</b>	<b>Sell Price: \$2,160.00</b>	<b>Amount: \$10,800.00</b>			

## Technical Service

### Start Up Service

Qty	Item #	Description			
(1)	VS-INSTALL	<b>Removal of old hardware and installation of (30) L5F cameras w/ COMS boxes and (9) L6Q cameras.</b> <ul style="list-style-type: none"> <li>• Includes bucket truck.</li> <li>• Includes two technicians @ prevailing wage.</li> <li>• Includes Vigilant camera commissioning for all cameras.</li> <li>• Constant 120v power must be available at each location.</li> <li>• Engineered traffic control plans are not included.</li> </ul>			
<b>Subtotal Price</b>		<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><b>List Price: \$0.00</b></td> <td style="width: 33%; border: none;"><b>Sell Price: \$71,000.00</b></td> <td style="width: 34%; border: none;"><b>Amount: \$71,000.00</b></td> </tr> </table>	<b>List Price: \$0.00</b>	<b>Sell Price: \$71,000.00</b>	<b>Amount: \$71,000.00</b>
<b>List Price: \$0.00</b>	<b>Sell Price: \$71,000.00</b>	<b>Amount: \$71,000.00</b>			

## Hardware Upgrade Credit

Qty	Item #	Description			
(30)	Upgrade Credit	<b>Hardware Upgrade Credit from RSD to L5F.</b>			
<b>Subtotal Price</b>		<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><b>List Price: \$0.00</b></td> <td style="width: 33%; border: none;"><b>Sell Price: -\$1,300.00</b></td> <td style="width: 34%; border: none;"><b>Amount: -\$39,000.00</b></td> </tr> </table>	<b>List Price: \$0.00</b>	<b>Sell Price: -\$1,300.00</b>	<b>Amount: -\$39,000.00</b>
<b>List Price: \$0.00</b>	<b>Sell Price: -\$1,300.00</b>	<b>Amount: -\$39,000.00</b>			

## Delivery

Qty	Item #	Description			
(39)	VS-SHP-02	<b>Vigilant Shipping Charges - Fixed or Comms</b> <ul style="list-style-type: none"> <li>• Applies to each fixed camera LPR System</li> <li>• Or Communication Box Purchased without LPR System</li> <li>• Shipping Method is FOB Shipping</li> </ul>			
<b>Subtotal Price</b>		<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><b>List Price: \$84.00</b></td> <td style="width: 33%; border: none;"><b>Sell Price: \$67.00</b></td> <td style="width: 34%; border: none;"><b>Amount: \$2,613.00</b></td> </tr> </table>	<b>List Price: \$84.00</b>	<b>Sell Price: \$67.00</b>	<b>Amount: \$2,613.00</b>
<b>List Price: \$84.00</b>	<b>Sell Price: \$67.00</b>	<b>Amount: \$2,613.00</b>			

**Quote Notes:**

1. This Quote will expire in 90 Days from the date of the Quote.
2. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
3. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
4. This Quote does not include anything outside the above stated bill of materials.
5. This purchase does not include a SIM for cellular service
6. MSI's Master Customer Agreement: [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
7. LASD CLK Pricing.
8. Hardware installation is included. Customer to provide delivery and staging facility and assist with device pre-configuration, if needed.
9. Customer to provide cellular data SIMs for (14) COMS boxes and (9) L6Q cameras. Verizon, AT&T, FirstNet only.
10. Data to sync directly and exclusively to LASD LEARN account.

Quoted by: Louis Wershaw - 209-283-0990 - [louis.wershaw@motorolasolutions.com](mailto:louis.wershaw@motorolasolutions.com)

Subtotal Price	\$492,331.00
Total Discount	\$39,000.00
Sales Tax	\$21,418.68
<b>Total Price</b>	<b>\$474,749.68</b>

Vigilant Solutions LLC  
Louis Wershaw  
Date \_\_\_\_\_

Re: LQW-0873-03

**Agency:** Rolling Hills Estates

**Total Cost:** \$453,331.00

**Contract Reference:** Palos Verdes Peninsula LPR Upgrade (Purchase) - Rolling Hills Estates - PRELIMINARY

Please be advised that the Rolling Hills Estates will purchase the goods and/or services offered in your Quote LQW-0873-03. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to \_\_\_\_\_, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'LQW-0873-03' and be sent to:

Rolling Hills Estates

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Rolling Hills Estates

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

## Contract Terms Acknowledgment

This Contract Terms Acknowledgment (this "Acknowledgment") is entered into between **Vigilant Solutions, LLC**, a Delaware corporation ("**Vigilant**") and the entity set forth in the signature block below ("**Customer**"). Vigilant and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

**1. Contract Terms Acknowledgment.** Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA"), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html), including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgment and the signatory to this Acknowledgment represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgment.

**2. Entire Agreement.** This Acknowledgment, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.

**3. Disputes; Governing Law. Sections 12 – Disputes** of the MCA is hereby incorporated into this Acknowledgment *mutatis mutandis*.

**4. Execution and Amendments.** This Acknowledgment may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgment may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgment as of the last signature date below.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_