

Contract ID#: CQPD15000.006



E-183-15

Department: POLICE

Contract Details

SERVICE

NIFS ID #: CQPD15.000006 NIFS Entry Date: 8-13-15 Term: from 8/01/15 to 7/31/18

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Selex-ES, Inc. / DBA ELSAG - NA	Vendor ID#: 98-0353098
Addresses: 205 - H Creek Ridge Rd., Greensboro, NC 27406	Contact Person Stephanie Battista Phone: 1-866-967-4900

County Department
Department Contact DLt. Kenneth Strigaro
Address COD 1490 Franklin Ave., Mineola, NY 11501 Phone 516-573-7400

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> 8-13-15	LT. Janshuh	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 8/18/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
8/26/15	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 8/26/15	[Signature]	
9/2/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 9/2/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG Legislative Affairs	Fw'd Original K to CA	<input type="checkbox"/> 9/8/15	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
9/3/15	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 9/3/15	[Signature]	



Contract Summary

Description: Contract for services related to License Plate Readers (LPR).

Purpose: To provide the Nassau County Police Department with maintenance and support services for all 62 License Plate Readers (LPR) including hardware repair and replacement and software upgrades.

Method of Procurement: Vendor selected as sole source provider. The 62 License Plate Readers are a proprietary system for hardware and software. ELSAG is the sole manufacturer of its Automated License Plate Reader (ALPR) equipment. The software includes proprietary features that allow the ALPR units to report into Nassau County's server for effective data sharing. This software allows data sharing throughout the country including: Nassau County agencies, Suffolk County PD, NYSP, HIDTA, Philadelphia PD, Maryland MCAT data fusion center, and more.

Procurement History: The Nassau County Police Department purchased the License Plate Readers from ELSAG; they came with an initial warranty included with the purchase. All of the units are currently out of warranty.

Description of General Provisions: The contractor will provide maintenance and support services to the 62 LPRs previously purchased by the NCPD from the contractor which are currently out of warranty. The LPR software includes proprietary features that allow the ALPR units to report into Nassau County's server for effective data sharing. This software allows data sharing throughout the country including: Nassau County agencies, Suffolk County PD, NYSP, HIDTA, Philadelphia PD, Maryland MCAT data fusion center, and more.

Impact on Funding / Price Analysis: not to exceed \$246,424.00 with annual installment of \$87,675.00 over three year term

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	10
Resp:	1135
Object:	DE500
Transaction:	10B

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 246,424.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 246,424.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DE500	\$ 246,424.00
2		\$
3		\$
4	<i>J. Amato - 9/24/15</i>	\$
5		\$
6		\$
TOTAL		\$ \$ 246,424.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Sgt. G. Stephanoff

Date: 7/7/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>9/3/15</i>
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND ELSAG NORTH AMERICA LLC

WHEREAS, the County has negotiated a personal services agreement with ELSAG North America LLC for services related to license plate recognition including support and maintenance of software and hardware, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with ELSAG North America LLC

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: ELSAG North America LLC

CONTRACTOR ADDRESS: 205 H Creek Ridge Road Greensboro NC 27406

FEDERAL TAX ID #: 98-0353098

Instructions: Please check the appropriate box (“☑”) after one of the following roman numerals, and provide all the requested information.

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

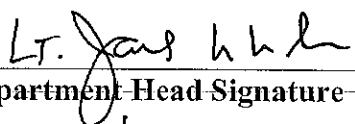
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

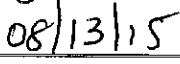
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

E-183-15

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Selex-ES, Inc. / D.B.A. ELSAG-NA

Address: 205-H Creek Ridge Rd.

City, State and Zip Code: Greensboro, NC 27406

2. Entity's Vendor Identification Number: 98-0353098

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Aldo Paggi

Michael Clayforth-Carr

Giapiero Loradi

Michael Warner

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

JAB

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/22/2015

Signed: Gwendolyn A. Brown

Print Name: Gwendolyn A. Brown

Title: Contracts Mgr

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

5/1/03

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) **ELSAG North America LLC**, a North Carolina limited liability corporation authorized to do business in the State of New York, having its principal office at **205 H Creek Ridge Road, Greensboro, NC 27406** (the "Contractor").

WITNESSETH:

WHEREAS, the Contractor is a sole source provider of the Services pursuant to N.Y. G.M.L. § 104-b; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence August 1, 2015 through July 31, 2018.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of services related to license plate recognition ("LPR"), including but not limited to support and maintenance for the software and hardware related thereto. Such services are described in greater detail in the Statement of Work attached hereto as Appendix A.
3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Two Hundred and Forty-Six Thousand, Four Hundred and Twenty-Four Dollars (\$246,424.00) (the "Maximum Amount") and shall be paid in the form of three (3) annual payments of Eighty-Two Thousand, One Hundred and Forty-One Dollars (\$82,141.00) due on August 1 of each year of the contract and commencing on August 1, 2015. Notwithstanding the foregoing, Contractor shall comply with the Nassau County Comptroller's bill paying procedures.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County

supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall maintain individual records for each service and/or test conducted and shall be kept and maintained in a confidential manner as described herein. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process.

or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. The obligation of this paragraph shall survive the termination or expiration of this Agreement.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(f) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep such Confidential Information secret.

(g.) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services.

(h.) The provisions of this Section shall survive the termination

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Warranties

(a) Contractor shall warrant all software and hardware in conformance with the Extended Hardware Warranty and Exclusions annexed hereto as Appendix B.

(b) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable (the "Product Warranty"). Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(c) Contractor warrants and represents that all products or deliverables specified in and furnished by or through Contractor under this Agreement substantially conform to the specifications set forth in the SOWs provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor, and that services

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will be provided in a workmanlike manner in accordance with industry standards.

(d) Contractor further warrants and represents that Products or deliverables specified and furnished by or through Contractor under the SOW shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor. Defects in the products or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the County.

(e) Contractor shall extend the Project Warranty for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(f) In addition to Contractor's Project Warranty, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(g) Where the manufacturer's warranty term is longer than the Project Warranty period, Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(h) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

(i) The above warranties do not apply to the extent the problem is caused by misuse, unauthorized modification, unsuitable physical environment, operation in other than the specified operating environment, failure to follow required maintenance by the County or failure caused by a product for which Contractor is not responsible.

(j) Prior to bringing a claim under the warranty the County shall give the Contractor a reasonable amount of time in which to re-perform the Services and/or correct the deliverables to which the claim relates.

(k) In addition to any and all remedies available at law and / or equity, the County shall be entitled to cumulative remedies for the breach of any warranties herein.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with (i) any breach of warranty by the Contractor, and (ii) any claim for any infringement of intellectual property rights.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three (3) million dollars (\$3,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

13. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles Such Records shall at all times be available for audit and inspection by the

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Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Intellectual Property Rights

(a) Except as noted in Subsection (c) below, upon execution of this Agreement, any documents, data, designs, drawings, photographs and/or any other material provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County.

(b) The completed project deliverables as well as all working material shall be the sole property of the County. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of, the County, may be allowed to use limited examples of the completed work for marketing or other uses.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

15. Right to Works.

(a) Assignment of Contract Works. Subject to and effective upon payment in full of all Contractor invoices for Services rendered hereunder subject to Section 3, Contractor shall assign to County all copyrights and trade secret rights in the deliverables.

(b) Contractor Property or Works. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works that are incorporated into the deliverables. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(c) Third-Party Software. Nothing herein grants to County any license or other right to use any software products of Contractor or any third party not developed specifically for County hereunder. Such rights may be obtained only pursuant to separate written license agreements with Contractor or such third parties.

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16. Works Made for Hire.

The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

17. Patent/Copyright Claims.

(a) Contractor will indemnify, defend and hold the County harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the County in any action for infringement of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right, provided that the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. In addition to the foregoing, the County shall have the right to subrogate any and all claims to the Contractor in any action for infringement of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right.

(b) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the County's exclusive remedy to take action in the following order of precedence: (i) to procure for the County the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes noninfringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the respective SOW.

(c) The foregoing provisions shall not apply to any infringement caused by modification by the County of any tangible or intangible deliverables that is i) not contemplated by Contractor, ii) made without Contractor's approval, or 3) caused by the use of any deliverable with any adjunct device added by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is concerned against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

18. Compliance with Security and Confidentiality Requirements.

Contractor agrees to abide by all policies and procedures of the County and to comply with all reasonably non-invasive security requirements of the County particularly in its use of computer facilities, and shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is a) previously known by Contractor; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with the County; or d) independently developed by Contractor. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. The Contractor firm or sub-contractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project. The County may impose security requirements depending on the nature of the individual projects initiated.

19. Defective Performance/Temporary Incapacity of Contractor.

During the contract period, should it become evident that the Contractor cannot meet the terms of the Agreement, or should the Contractor be substantially behind in meeting the work plan schedule for the project, or should Contractor suffer any temporary incapacity which renders it unable to resume work, and where the Contractor has been offered an opportunity to cure its default within a reasonable time as specified by the County, but not to exceed thirty (30) days, and the Contractor has failed to remedy such default, the County reserves the right to terminate or cancel the project/SOW in whole or in part immediately upon written notice to the Contractor. Such action shall not give rise to any action on behalf of Contractor for loss of future profits or future remuneration of any kind.

20. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall

be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

24. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

27. Force Majeure: Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods,

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riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

28. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

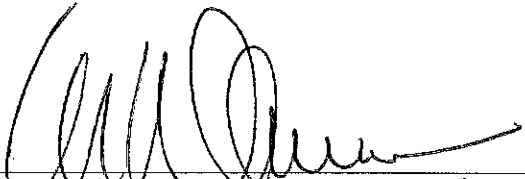
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ELSAG NORTH AMERICA

By: 
Name: Mike A. Warner
Title: Chief Executive Officer
Date: 6-25-15

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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STATE OF NEW YORK) State of Kansas
)ss.:
COUNTY OF NASSAU) County of Johnson

On the 25 day of June in the year 2015 before me personally came Mike M. Warner to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Johnson; that he or she is the Chief Executive Officer Selex ES Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Mary C. Dreiling
Notary Public
State of Kansas
My appointment expires 11-19-16

Mary C. Dreiling

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ___ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

GAB

Appendix A



June 22, 2015

Nassau County Police Department
1490 Franklin Ave
Mineola, NY 11501

Appendix A

Statement of Work ELSAG North America Warranty Coverage

Summary: With each LPR purchase, a one-year manufacturer's warranty is included in the price and includes hardware, software and 24/7 Help Desk support. The sales quote also included line items to purchase additional years of extended warranty which is priced at 10% of the purchase price for year 2, 3 and 4. Without the extended warranty, repairs and replacements are the agency's responsibility. Upon year 5 the warranty price is \$500 per year and covers hardware and software updates and support.

Nassau County Police Department will renew a three year extended warranty contract with ELSAG North America. ELSAG agrees to include hardware coverage in years 5 and beyond for all Nassau County Police Department units. This includes all legacies of equipment and covers hardware repairs, replacements and software updates. Terms of coverage are from August 1, 2015 thru July 31, 2018.

Cost and Payment:

All 62 units will have extended warranty with Terms of Coverage detailed in Section 1.1. Nassau County Police Department will enter into a Services contract with annual payments to ELSAG North America. The list of serial numbers and products are listed in Attachment Section 1.1 of SOW.

The total cost for renewal is \$246,424.00 with an annual payment amount of \$82,141.00. The annual payment must be received at the beginning of each year commencing August 1, 2015.

Terms of Coverage:

Warranty coverage includes repairs and replacements of hardware, software updates, firmware updates and protocol updates. The customer has access to the 24/7 Help Desk support line. For full warranty terms of coverage see Section 1.2 of SOW.

Telephone Support and Remote Diagnostics: To ensure that the product is repaired as quickly and efficiently as possible, customer must first work cooperatively with Telephone Support to try and repair the products. If product contains features that enable ELSAG to diagnose and repair remotely, ELSAG may request the customer to allow such remote access.

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Hardware Repairs and Replacements: If defective hardware is identified, the Customer will be provided RGA paperwork to ship product to ELSAG manufacturing facility. The repair team will work to correct problem and return gear to Customer as soon as possible.

The software coverage includes:

Software updates: ELSAG's software development team actively improves and develops our software to keep in line with customer needs and demands. Car System and EOC updates are released throughout the year as new features are added or software bugs are fixed.

Firmware Updates: Firmware upgrades are similar to software updates in that they fix bugs, add or remove features and improve performance, however it is directly tied to the hardware device. If a firmware update is released, a warranty customer has access to this update.

Protocol Updates: As new license plates are released within a state, ELSAG actively works on updating the state protocol to ensure plates are read with a high capture and accuracy rate.

Exclusions to hardware and software warranty coverage:

Onsite Hardware Reinstallation to a new vehicle- \$1,250

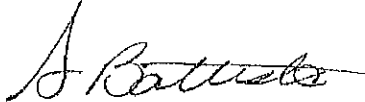
Help Desk Remote Software Reinstallations- \$312.50

EOC server reinstallations - \$1,250

Camera Cables beyond year 1 - \$433.92

ELSAG North America is proud to be Nassau County Police Department's primary LPR vendor and we thank you for your business.

Sincerely,



Stephanie Battista
Northeast Field Operations Manager

SAB

Section 1.1

List of Nassau County Police Department LPR Systems as of May 20th, 2015.

	Serial Number	Description
1	E08031785-J07016385-J07015913	AD3M
2	J07015866-J07016420-J07016779	AD3M
3	AE00475-75721-17102E01-71744E02	Puma
4	AE00555-82704-84239E01-83346E02	Puma
5	AE00510-82894-82953E01-83062E02	Puma
6	AE00524-78686-82941E01-8443102	Puma
7	AE00371-38219-84227E1-83048E02	Puma
8	AE00559-82724-82985E01-84386E02	Puma
9	AE00056-38033-55559E01-55549E02	Puma
10	AE00503-75695-82973E01-83336E02	Puma
11	J08031747-J07016610-J07016138	AD3M
12	AE00466-7522-71696E01-71661E02	Puma
13	AE00529-75634-84231E01-84398E02	Puma
14	AE0570-82711-83365E01-83021E02	Puma
15	PB21150-2500334-1601208	MPH900 -MS2
16	PB26026-2501305-1601153	MPH900 -MS2
17	PB21579-2501311-1601187	MPH900-MS2
18	PB10716	110173-Pole Cam
19	PB10715	110173 - Pole Cam
20	PB10176	110173 - Pole Cam
21	PB10718	110173 - Pole Cam
22	PB10717	110173 - Pole Cam
23	PB10720	110173 - Pole Cam
24	PB10723	110173 - Pole Cam
25	PB10722	110173 - Pole Cam
26	PB10721	110173 - Pole Cam
27	GFHCA00381- GFHCA00386-P137011- 034130678B15	120050 FCU #7
28	GFHCA00377-GFHCA00384-P1370112-034130678B10	120050 FCU #6

*ELSAG North America * 205-H Creek Ridge Road, Greensboro NC 27406 * Toll Free (866) 9MPH-900
 * Fax (336)-379-7164* www.elsag.com

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29	GFHCA00365-GFHCA003630-P1370110-034121108B01	120050 FCU #5
30	GFHCA00376-GFHCA00375-P12C0979-034121088B15	120050 FCU #4
31	GFHCA00374-GFHCA00373-P12C0997-034130678B05	120050 FCU #3
32	GFHCA00372-GFHCA00370-P1311822-03412048B01	120050 FCU #2
33	GFHCA00364-GFHCA00371-P12C0971-034121108B23	120050 FCU #1
34	PB26765-GMSBA01111-GMSAA00771	MPH-900 MS2
35	PB26140-GMSBA00529-GMSAA00403	MPH-900 MS2
36	PB26186-GMSBA00513-GMSAA00391	MPH-900 MS2
37	PB26192-GMSBA00527-GMSAA00393	MPH-900 MS2
38	PB26193-GMSBA00505-GMSAA00325	MPH-900 MS2
39	PB26160-GMSBA00530-GMSAA00397	MPH-900 MS2
40	PB26159-GMSAA00404-GMSBA00521	MPH-900 MS2
41	PB26977-GMSAA01005-GMSBA01330	MPH-900 MS2
42	PB11910	110173 - Pole Cam
43	PB26982-GMSAA00997-GMSBA01306	MPH-900 MS2
44	GFCU04011-GFHCA04001-GFHCA04000	120050 - FCU Box
45	PB26855-GMSAA00872-GMSBA01191	MPH-900 MS2
46	e08030959-e08032366-9CKYA38274	Thule Luggage Carrier
47	PB26189-GMSBA00528-GMSAA00402	MPH-900 MS2
48	PB21465-W106029-W106030-W106019-W106020-P1070436	LPR Trailer
49	PB26191-GMSBA00522-GMSAA00395	MPH-900 MS2
50	PB26190-GMSBA00524-GMSAA00315	MPH-900 MS2
51	PB26194-GMSBA00526-GMSAA00390	MPH-900 MS2
52	PB26188-GMSBA00394-GMSAA00396	MPH-900 MS2
53	PB11903	110173 - Pole Cam
54	PB11923	110173 - Pole Cam
55	PB11904	110173 - Pole Cam
56	PB11915	110173 - Pole Cam
57	PB11913	110173 - Pole Cam
58	PB11909	110173 - Pole Cam
59	PB11914	110173 - Pole Cam
60	PB11906	110173 - Pole Cam
61	PB11902	110173 - Pole Cam
62	PB11908	110173 - Pole Cam

*ELSAG North America * 205-H Creek Ridge Road, Greensboro NC 27406 * Toll Free (866) 9MPH-900
* Fax (336)-379-7164* www.elsag.com

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Appendix B

Appendix B

Section 1.2.

ELSAG NORTH AMERICA, LLC EXTENDED HARDWARE LIMITED WARRANTY COVERAGE

ELSAG North America, LLC ("ELSAG") warrants this ELSAG hardware product against defects in design, materials and workmanship under normal use in accordance with the specifications and documentation for the period designated above ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, ELSAG will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

EXCLUSIONS AND LIMITATIONS

ELSAG does not warrant that the operation of the Product will be uninterrupted or error free. ELSAG is not responsible for damage arising from failure to follow instructions relating to the Product's use. This warranty does not apply: (a) to errors or defects caused by persons or entities other than ELSAG, including, without limitation, errors or defects in any third-party software or products and errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than ELSAG or an ELSAG Authorized Service Provider; (b) to any breach of the Product (camera and trunk box/processing unit) seal by someone other than ELSAG or an ELSAG Authorized Service Provider; (c) to pre-existing conditions in the installation environment or vehicle; (d) to damage from accident, abuse, misuse or introduction of foreign objects into the Product; (e) to unauthorized Product repairs, modifications or alterations; (f) to failure to follow the manufacturer's instructions; (g) to third party actions (i.e., fire, collision, vandalism, theft, etc.); (h) to elements of acts of war or acts of God; (i) to battery leakage or improper use of any electrical source; (j) to cosmetic or structural damage to case or frame of the Product or to any non-operating part including decorative parts; (k) to any damage to the Product covered by an insurance policy (in such a case, this Warranty will cover any applicable deductible, subject to the terms of coverage and exclusions set forth herein); (l) to preventative maintenance; (m) to any damage which is not reported during the Term of this Warranty; (n) to costs associated with the installation, removal or reinstallation of the Product; and (o) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship. Items not covered under warranty (but available for purchase) include; camera glass, batteries and any and all cables.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, ELSAG SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES,

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INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF ELSAG CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ELSAG IN ITS SOLE DISCRETION. No ELSAG reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

ELSAG's maximum liability under this Warranty, whether in contract, tort (including negligence or strict liability), or otherwise, shall be the cost of repair or replacement of the affected Products. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PROVIDED BY LAW, ELSAG IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION, WHETHER OR NOT ELSAG IS OR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

For technical support or to arrange for service on your ELSAG product, call our toll free 24 hour hotline at 1-866-9MPH900.

4 AB

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto

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shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall

be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a

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proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

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i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Michael M. Warner (Name)
Selex ES, Inc. 11300 W. 89th, Overland Park KS 66214 (Address)
913-495-2654 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

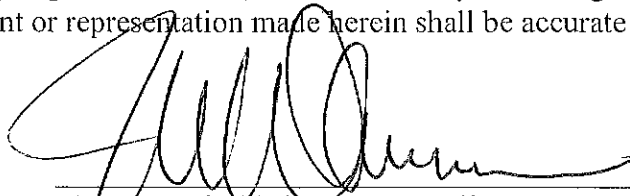
GAA

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6-25-15
Dated


Signature of Chief Executive Officer

Mike M. Warner
Name of Chief Executive Officer

Sworn to before me this

25 day of June, 2015

Mary C. Dreiling
Notary Public

Mary C. Dreiling
Notary Public
State of Kansas
My appointment expires 11-19-16

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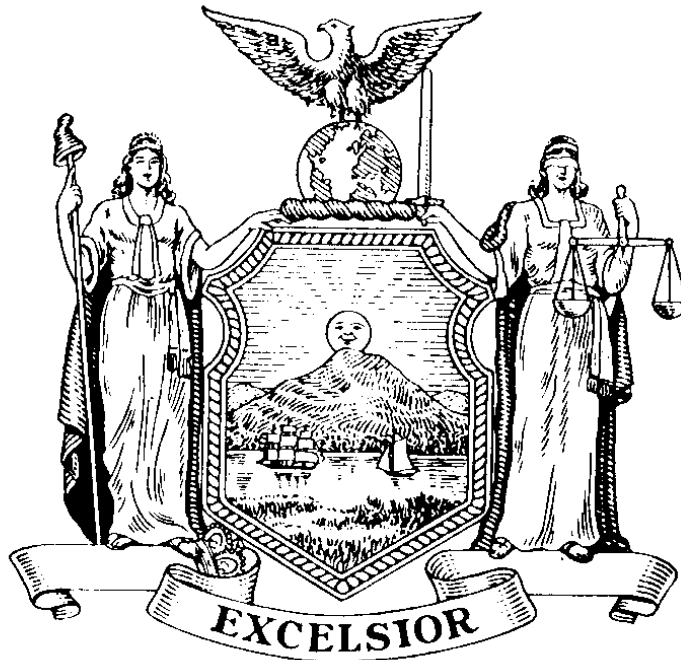
New York State

STATE OF NEW YORK
Andrew M. Cuomo, Governor

Sean Byrne
Acting Commissioner
Division of Criminal
Justice Services

Office of Program
Development and Funding

Anne Marie Strano
Deputy Commissioner



Suggested Guidelines:

Operation of License Plate Reader Technology 2011

New York State Division of Criminal Justice Services

4 Tower Place

Albany, NY 12203

<http://criminaljustice.state.ny.us>

NASSAU Doc Pro 000672

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LICENSE PLATE READER ADVISORY PANEL

The New York State License Plate Reader (LPR) Advisory Panel is comprised of professionals with experience in various aspects of law enforcement and license plate reader technology. Original guidelines were developed in 2008; however, as LPR technology and court decisions have evolved since that time, it became necessary to review the guidelines.

During 2010, the Advisory Panel met to review the previous guidelines and to discuss changes in technology, applications and developments in various aspects of license plate readers (LPR). This document includes a history of the LPR project in New York State, general operations of LPR technology, practical guidelines for the deployment of LPRs and for the management of data derived from this technology.

William Zelenka, Assistant District Attorney, Bronx County, NY
Patrick Ryder, Detective Sergeant, Nassau County Police Dept., NY
John Ventre, Detective, Nassau County Police Dept., NY
Tom Lohmann, Director, National Insurance Crime Bureau
Kevin Gallagher, Special Agent, National Insurance Crime Bureau
Terry Hurson, Deputy Inspector, New York Police Dept., NY
Rich Belluci, Investigator, New York County District Attorney
Larry Wyman, Senior Investigator, NYS Dept. of Motor Vehicles
Eileen Langer-Smith, NYS Division of Criminal Justice Services
Michele Mulloy, NYS Division of Criminal Justice Services
Ken Buniak, NYS Division of Criminal Justice Services
Robert Fernandez, Lieutenant, New York State Police
Randy Morehouse, Sergeant, New York State Police
Kevin Chevier, NYS Division of Homeland Security and Emergency Services
James Burke, Inspector, Suffolk County Police Dept., NY
Steven Vandervelden, Assistant District Attorney, Westchester Co. District Attorney
Mark A. Spawn, Director of Research/Training, NYS Association of Chiefs of Police
Ken Middleton, First Deputy Director, New York / New Jersey HIDTA
Robert J. Poisson, Lieutenant, New York State Police
Matthew E. B. Brotmann, Special Advisor, NY Attorney General's Office

Part I

LICENSE PLATE READER TECHNOLOGY

INTRODUCTION

This report has been prepared to offer guidelines and best practices for agencies using LPR technology (LPR systems can be an important asset to agencies in carrying out their law enforcement function). A carefully developed policy that addresses issues such as authorized uses, training, data retention, audit trails, dissemination and sharing of data will help to ensure that LPR technology remains an important tool for use by the law enforcement community.

The goal of these guidelines is to provide a basis upon which law enforcement agencies can build policies that provide authorized users with the information necessary to ensure public safety while protecting individual privacy rights. The LPR Advisory Panel urges agencies to use these guidelines in the development of their own agency protocols.

NOTE: The procedures outlined herein have been developed as a general framework for the development of a comprehensive policy for the deployment, use, and management of license plate readers and data. This document has been developed so that policymakers can modify certain procedures to best fit the needs, operations and resources of their individual agency. LPR technology has evolved rapidly and that progress will likely continue. As a result, administrators are encouraged to regularly monitor their policy as technological advances may require that procedures be updated to be consistent with such changes.

BACKGROUND AND DESCRIPTION: TECHNOLOGY

The concept of using cameras as a method to record a vehicle passing through a specific location and then identifying the owner/operator has been in development since the 1970s. Early technology could capture a picture of a license plate and vehicle with the date and time. Upon retrieving the plate number after searching hours of captured images, the plate number could then be manually searched against a database. This technology was time consuming, expensive and limited by lighting and weather conditions.¹

License plate reader technology developed along with the use of videotape and camcorders. The analog videotape had to be converted from analog images to digital images and stored on a computer hard disk. The resulting digital images were further processed to locate and extract the license plate and time-stamp information through specialized software using character recognition techniques. This technology, while better than earlier methods, still had many drawbacks, including high costs that limited its general use by state and local governments.²

¹ Transportation Research Board, 2002. "Effects of Ambient Light, Camcorders, and Automated License Plate Reader Settings on Plate Transcription Rates".

² Transportation Research Board, 2002. "Reduction of Video License Plate Data".

The latest license plate reader technology has incorporated digital photography which eliminates the conversion steps and reduces the amount of computer file storage needed to support an effective system. Digital photography has also decreased the size of the camera hardware required and utilizes infrared lighting to address lighting and weather conditions. This has also reduced the overall costs for an effective system, making the technology obtainable at the local, county and state levels of government.

Today's LPR systems use specialized digital cameras and computers to quickly capture large numbers of photographs of license plates, convert them to text and compare them quickly to a large number of plates of interest. LPR systems can identify a target plate instantly, allowing law enforcement to identify target vehicles that might otherwise be overlooked. The technology is available in mobile systems mounted on police cars, and fixed/portable systems that can be mounted on poles or on the roadside.

A range of camera systems are available, most capable of reading license plates during the day or night and in a variety of weather conditions. The systems operate fast enough to capture all of the license plates they come into contact with so that the number of license plates that can be read is limited only by the number of vehicles passing the cameras. LPR systems typically include infrared strobe and camera systems that can take high speed, high contrast images that allow plates to be read at closing rate speeds of 150 miles per hour.

Mobile license plate reading systems are designed to allow officers to patrol at normal speeds while the system reads license plates and alerts the officer if there is a match to a "hot list." "Hot lists" contain a large list of target plates stored within the vehicle's LPR computer. This is essential due to the volume of plates scanned by the LPR and the necessity for an immediate alert if a target plate is scanned. Currently, "hot lists" are transferred daily by state and federal authorities and can be updated by the LPR operator through a hard-link or wireless upload. "Hot lists" may contain a variety of plate data, including terrorist watch lists, stolen cars and parking scofflaws.

When a target plate is scanned, the officer is notified with a message. The alert can be specific to the plate, and some alerts can be customized by the user/agency. Once a "hot list" has been uploaded into the LPR computer, it can be updated automatically or manually. For example, once a daily upload has been made, any recent car thefts, for example, will not be posted until the next (daily) upload. Most LPR systems allow the user to add plates to, and delete plates from, the "hot list". This is particularly useful for crimes that recently occurred, AMBER Alerts, Be-on-the-LookOut (BOLOs), for cases in which stolen vehicles have been recovered, or other situations in which the alert can be cancelled. Some LPR systems can also alert the driver if a manually entered "hot list" entry was recently scanned. Integrated GPS technology allows the operator to locate the last contact with the vehicle.

The use of LPR technology in law enforcement has included a variety of applications: homeland security, electronic surveillance, suspect interdiction, stolen property recovery, facility management and more. The identification of stolen vehicles, stolen license plates, and wanted and missing persons was the primary focus of most early implementations.

LPR systems record every license plate scanned. Some systems record the location, date and time of each scan. This intelligence resource is available as a law enforcement tool, allowing the officer to identify the last known contact with a vehicle and also to report the list of vehicles located in a specific area within a given time range.

Most LPR systems include a set of cameras, most of them infrared-illuminated. Some include “progressive” cameras that capture images at a variety of computer-controlled lighting conditions by actively managing infrared strobes integrated into the cameras. These cameras are typically mounted outside of the vehicle as auto glass can interfere with their operation. Most cameras are mounted either permanently on the rooftop or trunk, magnetically in a transportable configuration, integrated into the light bar, or within a covert housing.

Some implementations of LPR use a dedicated computer for the high-intensity camera and image management while others use the in-car computer. In either case, the cameras connect to a computer and display that can be the same mobile data terminal or in-car computer. Typically, LPR systems only require the operator to have one computer display in the vehicle. The processor in an LPR system can include a specialized computer that manages the cameras and allows the system to run at very high speeds regardless of the speed or power of the existing in-car PC.

LPR software typically has three components – the character translation component (Optical Character Recognition), the hot list management component and the user interface. Other additional software components manage GPS information, plate read, alarm history, and reporting features.

The Optical Character Recognition (OCR) of images taken by LPR cameras is performed through the use of sophisticated algorithms. Six primary algorithms that LPR system software requires to identify a license plate are:

1. Plate localization, which finds and isolates the plate contained in the picture;
2. Plate orientation and sizing, which compensates for the skew of the plate and adjusts the dimension to the appropriate size and shape;
3. Normalization, which adjusts the brightness and contrast of the image;
4. Character segmentation, which finds the individual characters on the plates;
5. Optical character recognition, which converts the image into actual characters, and
6. Syntactical / Geometrical analysis, which checks characters and positions against specific rules to identify the license plate state of issuance.³

The “hot list” management component enables the LPR to obtain daily updates to the “hot list”, maintain “hot list” files and retain all relevant files per time frame established by the law enforcement agency. The agency then may choose to upload the data retained in the LPR to a designated server for retention. The user interface manages LPR activity and allows the user to quickly identify an alarm and the target vehicle. In most cases, most of the screen

³ International Association of Chiefs of Police, 2009, Privacy impact assessment report for the utilization of license plate readers, pp 5-6 (September, 2009).

space on the user interface is reserved for the target vehicle/plate photo as that is the primary means for alarm vehicle identification. The interface also allows the user to enter additional target plates, check information in the “hot list”, and deal with the visual and audible alarm queues. The Global Positioning Software (GPS) enables the LPR to record date, time and location of license plate scans.

LPR TECHNOLOGY AND INVESTIGATIONS

LPRs are an excellent resource to aid in criminal investigations. For the purpose of this document, investigative applications are discussed as active and passive. The active search describes situations in which license plate data is uploaded to an LPR computer, generally with an alarm that will indicate the nature of the entry. For example, LPRs used by patrol officers and detectives might contain lists of wanted subjects. The passive search focuses on the investigative or crime analysis level of enforcement in researching data already collected.

Part II

LEGAL CONSIDERATIONS



MEMORANDUM

TO: Local Law Enforcement Agencies

FROM: Gina L. Bianchi
Deputy Commissioner and Counsel

DATE: October 26, 2006

SUBJECT: License Plate Readers

There does not appear to be any legal impediment to the use of a license plate reader by law enforcement. It does not appear that such use would constitute a Fourth Amendment search. An observation made by a police officer without a physical intrusion into a constitutionally protected area does not implicate the Fourth Amendment or require a search warrant (see, Hester v. United States, 265 U.S. 57 [1924]). A police officer who is lawfully present in an area may look into the windows of a parked car (see, United States v. Martin, 806 F.2d 204[1986]). Given the foregoing, it seems clear that a police officer's observation of a license plate on a car located in an area viewable from a public street would not constitute a search. The use of a license plate reader to enhance the officer's observation would likely not cause the observation to become a search for purposes of the Fourth Amendment. For example, the use of artificial illumination to aid an officer's observations does not constitute a search (see, United States v. Lee, 274 U.S. 559 [1927]; People v. Hughes, 211 A.D.2d 576, 622 N.Y.S.2d 12 [1995]; People v. Vasquez, 229 A.D.2d 997, 645 N.Y.S.2d 672 [1996]). Similarly, the use of binoculars to magnify an object does not constitute a search (see, United States v. Lee, *supra*). A license plate reader merely accomplishes, more efficiently, the same task that a police officer may accomplish by reading a license plate and manually entering the number into a data-base. Therefore, it is reasonable to assume that a court would not hold that the use of a license plate reader would constitute a search. However, at this time there is no decisional case law from any court concerning the use of a license plate reader.

The foregoing information concerning the use of license plate readers is advisory only and is meant to provide guidance and highlight points to consider in developing a policy to govern the use of license plate readers. It is recommended that each law enforcement agency consult with its own legal advisor prior to adopting a policy regarding the use of license plate readers.

LICENSE PLATE READERS AND THE LAW (NEW YORK)
ADA WILLIAM ZELEKA, BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

The law surrounding the use of License Plate Readers is in its infancy. As technology involving the ability to track individuals has advanced over the last few years, the law is playing catch-up. In New York, a case from the Court of Appeals in March 2009 regarding GPS tracking devices appears to indicate the current direction of the clash between law enforcement's use of technological advancements and the privacy concerns of citizens. This issue is unfolding across the country.

The License Plate Reader (LPR) is a device which represents the marriage of a series of cameras connected to a computer which downloads a hotlist of license plates of interest. Depending on the state, the hotlist usually originates from the Department of Motor Vehicles or State Police. The system can capture over 3,000 plate images per minute. It can be stationary or mobile, including being mounted on helicopters. Mobile devices can capture plates travelling well beyond the legal speed limit or plates parked bumper to bumper with another vehicle. These alphanumeric reads are then compared with the hot list. In New York, the hotlist is downloaded through the State Police, having been obtained from the Department of Motor Vehicles (DMV). Plate numbers may also be manually entered by the vehicle operator. Examples would be in response to an AMBER Alert or while conducting an ongoing investigation. Multiple vendors currently have LPRs on the market, with differences in quality and performance.

In their initial release years ago in New York, LPRs could only be updated by driving the LPR vehicle to a limited number of sites where the hotlist could be updated. Updates were only available once per day. The Division of Criminal Justice Services (DCJS) had established protocols for the use of LPRs by law enforcement, and the NYPD had issued guidelines for the "use, maintenance and accountability" of each LPR (NYPD Operations Order No. 33). One of the first cases in New York that dealt with the protocol originated in Bronx County. In People v. Davila, 27 Misc. 3d 921, 901 N.Y.S. 2d 787 (2010), the officer who was conducting an LPR-based car stop, which resulted in the recovery of a gun, had not updated the system nor confirmed the hit prior to the stop, both of which were protocol recommendations. After conducting an extensive hearing on the issue, the Court ruled that the NYPD guidelines were recommendations, not law. Having found the officer's conduct otherwise proper, suppression of the weapon was denied.

Another New York State case which utilized an LPR to help convict two defendants charged with arson and homicide of a family of five in 2007 was People v. Mark Serrano and Charles Gilleo, (Indictment no. 16/2007). In this case, a New York State trooper car in Dutchess County was on patrol with its LPR capturing plates. Prior to a radio run of a house on fire, the LPR captured a plate which was later determined to belong to one of the defendants, placing his car in the vicinity of the crime minutes after the fire was started. The photo of the plate also possessed unique identifying features on the front of the vehicle confirming that it was the defendant's car.

(ADA William Zelenka; rev. Sept. 2010)

LICENSE PLATE READERS AND THE LAW (NEW YORK)
ADA WILLIAM ZELENSKA, BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

The License Plate Reader (LPR) constitutes one of the latest computer based investigatory tools to be used by officers in the field. The system requires an ongoing download of target license plates emanating from the Department of Motor Vehicles and the State Police. The hardware required is either attached to a vehicle or mounted as a standalone. The scanner reads all license plates which are within view and compares them with the wanted database. The computer also stores the location of every read via GPS. When the computer matches a plate with the database, it notifies the operator (a police officer in most cases) of the reason for the match, and shows a color photo of the image capture. A record of every plate read and its result is kept. The officer confirms the hit and a car stop occurs. If an arrest is made and the officer testifies at a hearing or trial, is the information contained in the computer Rosario?

Rosario material is part of the discovery process found in Sections 240.44 and 240.45 of the Criminal Procedure Law (CPL). It is "Any written or recorded statement...made by such witness...which relates to the subject matter of the witness's testimony." The statement must be in the possession or control of the People.¹ It must relate to the subject matter of the witness's direct testimony.² But the People are not required to create Rosario material.³ If the material is deemed to be Rosario, the People are obligated to turn it over if it is under their control.

There is no question that the information stored in the computer is under the control of the operator. The remaining issue is whether the hit (data) the operator relies on to proceed to the confirmation step is a statement. Although the data is a written instrument under the Penal Law⁴, it should be argued that it is **not** a statement by the operator/officer. Statements are either recorded or written notations of the witness. In the case of LPRs, the data generated has no connection to any statement made by the operator/officer. However, any notes made during the confirmation process by the operator/officer to verify the information would be Rosario because they would constitute notes which the operator/officer would be expected to testify about.

LPRs have the ability to store any information which the operator/officer requests. It is recommended that any scans which lead to arrests be stored in the computer until such time that a court in your jurisdiction definitely rules that the scan alone is not Rosario.

¹People v. Rosario, 9 N.Y.2d 286 (1961)

²People v. Roebuck, 279 A.D.2d 350 (1st Dept. 2001)

³People v. Steinberg, 170 A.D.2d 50 (1st Dept. 1991)

⁴Penal Law §170.00

(ADA William Zelenka)

Part III

SUGGESTED POLICY/PROCEDURES

SUGGESTED POLICY/PROCEDURES: LICENSE PLATE READERS

DATE:

REVIEW DATE:

SECTION:

***Editorial note:** Policymakers are encouraged to customize this document for their own agency, giving consideration to personnel/assignments, resources, and infrastructure, among other things. Blank lines and italicized language has been inserted as a guide for the development of your customized protocols. Be sure to delete any blanks or italicized language before saving your final document.*

I. PURPOSE: The purpose of this policy is to provide members and staff with guidance on the application and use of license plate readers (LPR), management of LPR data, and maintenance of LPR equipment.

II. POLICY: License plate readers have enhanced law enforcement's ability to detect violations of law, recover stolen property, apprehend fugitives, assist in investigations and more. Members and staff will use LPRs in accordance with the procedures and guidelines set forth. Further, data captured from LPRs will be used properly and responsibly as defined herein.

III. DEFINITIONS

Department: the _____ Police/Sheriff's Department/Office.

Fixed camera: permanently affixed to a structure such as a pole, overhead, or bridge.

GPS: global positioning system.

LPR: license plate reader.

LPR Data Query Logs: a record of a search or query of LPR data from (the server).

Hot List: data is provided through the New York State Integrated Justice Portal and includes license plate numbers of stolen vehicles, stolen license plates, wanted person with a license plate associated with the record, and suspended or revoked registrations. Also includes national data (i.e. NCIC, NICB) for similar categories, and for license plates associated with AMBER Alerts, terrorist watch lists and the like; also includes manually entered license plate information for crimes just occurred in a local jurisdiction, gang members, wanted persons, and other investigative targets.

Members: sworn police officers of this department.

Mobile camera: affixed to a vehicle permanently or magnet-mount.

MOU: memorandum of understanding.

OCR: optical character recognition.

Portable camera: stationary but are capable of being moved as needed, such as a traffic barrel or speed radar sign.

SOP: standard operating procedure.

Staff: non-sworn employees of the Department.

IV. GENERAL ADMINISTRATION

- a. LPRs will be used only by members who have been properly trained in the use of same. (*designation of personnel authorized to use LPR*_____)
- b. LPR data may be accessed by members for a legitimate law enforcement purpose. (*designation of personnel authorized to access LPR data*_____)
- c. LPR data may be accessed by staff who have been authorized by (*specify position, i.e. Chief/Sheriff/Detective Captain/etc.*_____) for a legitimate law enforcement purpose.
- d. The (*specify person/position*_____) is responsible for receiving reports of LPR defects, damage or other matters requiring maintenance of the Department's LPR systems.
- e. The (*specify person/position*_____) is responsible for the maintenance of data including backing up of LPR data, requests for searches or LPR data, and for maintenance of internal hot lists.
- f. The (*specify person/position*_____) is responsible for the inventory of LPRs within the Department and for ensuring that the Department has included all LPR equipment valued at more than (*indicate threshold, i.e. \$2,000, \$5,000, \$10,000, etc.*_____) is included for coverage on the municipality's insurance plan.
- g. The (*specify person/position*_____) is responsible for the annual review of the policy and procedures contained herein and for making recommendations to the (*Chief/Sheriff*_____) for any necessary amendments thereto.
- h. LPR hot lists and data gathered by Departmental LPRs will be maintained securely. Requests for searches may be made by members of this Department or by other law enforcement agencies subject to the provisions of this policy (*or state other permissible uses, sharing or restrictions*_____). Also see ____ (i.e.: Section VI(b), below)
- i. Prior to the use of mobile LPR equipment, members must receive training administered by (*specify*_____). The (*specify*_____) will ensure that any changes in hardware, software or law are the subject of continued in-service training or bulletins.

V. OPERATIONS

- a. Prior to a tour of duty, members using an LPR will ensure that an upload of hot list data from the Integrated Justice Portal has been performed for that day.
- b. Data from field LPRs, whether mobile or portable, will be uploaded to (*specify, i.e. the Department's server* _____) via (*specify method of transmission, position responsible, and how often, i.e. via flash drive by the LPR Data Custodian* _____).
- c. When enforcement action, an investigation or prosecution results from an LPR hit, the hit will be preserved via (*specify method in which you will document the hit* _____).
- d. LPRs may be used in special operations or details such as high crime area patrols, STOP DWI initiatives, enforcement details, directed criminal investigations, etc. subject to the authorization of (*position* _____).
- e. When violent crimes occur, this Department may solicit assistance from other agency's with LPR-equipped cars for assistance in identifying a vehicle or to gather license plate data in a particular area. Similarly, other departments may request assistance from this Department in the event of the same. Any mutual aid requests will be directed through the (*specify position, i.e. Duty Sergeant, Desk Officer, Duty CID Detective, etc.* _____). Consideration should be given to deploying LPRs strategically such as at a perimeter, choke points, major highways, other avenues of escape, etc.

VI. LPR DATA

- a. Members may request of (*specify position* _____) that certain license plate numbers (*complete or partial* _____) be entered into the Department's Hot List. Examples of entries include:
 1. Gang members/associates
 2. Sex offenders
 3. Crime suspects
 4. Fugitives
 5. Search warrant targets
- b. Access to LPR data shall be limited to (*specify positions/personnel, designees* _____).
- c. Members making inquiries must make a log entry onto the LPR Query Log.
- d. If the LPR Query Log contains a hit with an arrest associated with it, the LPR Query Log must be retained as part of the case file.
- e. LPR Data Query Logs shall be maintained and secured for future audits.
- f. Access to LPR data must be for a legitimate law enforcement purpose.
- g. Members or staff conducting a query on behalf of an authorized requestor should make a log entry.

- h. Requests to review stored LPR data and search results will be recorded and maintained in appropriate case files.
- i. LPR data will be transferred/uploaded on a (*specify timeframe, i.e. daily/weekly/monthly_____*) basis by (*specify position responsible_____*) to the (*specify destination of data, i.e. central server, crime analysis center, etc._____*.)
- j. LPR data from all mobile, portable and fixed LPRs will be managed by (*specify person/position_____*).
- k. LPR data will be stored in the Department's (*specify, central server/other_____*) for a period of no less than (*specify_____*), except in the following circumstances:
 - 1. LPR records will be maintained for (*time_____*) and/or until a final disposition has been reached in the particular case.
 - 2. LPR hits associated with an arrest will be maintained in the criminal case file and retained for the maximum period of time associated with such record.
 - 3. LPR hits associated with felony investigations will be maintained in the criminal case file and retained for the maximum period associated with such record.
 - 4. Whenever otherwise directed by the (*specify command position_____*)
- l. Sharing and dissemination (*describe your agency's authorized LPR data sharing procedures, i.e. In addition to the procedures in Section VIII below, access to LPR data shall be limited to designated personnel who have been provided account access or who have been specifically authorized to access or search LPR data; data will be uploaded to the Crime Analysis Center, etc. or to other law enforcement entities upon the direction of the Chief of Police/Sheriff/Commissioner, etc.; note whether certain sharing is done routinely, and/or upon specific request of a law enforcement agency, etc.*)
- m. Backing up of LPR data system (*designation of position responsible for preserving LPR data, frequency, redundancy and method of backup*)

VII. FIELD PROTOCOLS

- a. PATROL – LPRs are useful in general patrol assignments when the patrol vehicle is in a position to monitor vehicular traffic. LPRs may only be used for a legitimate law enforcement purpose.
- b. Members may not use a mobile LPR unless properly trained in its use and operational protocols.
- c. LPR-equipped vehicles should be used as often as possible. When not in use, LPR-equipped vehicles should be secured.

- d. Members will ensure that a daily upload of hot list data has been performed to the LPR system so as to prevent stops using outdated data.
- e. When the LPR indicates a hit, prior to making the stop, the member must
 - 1. Verify that the captured plate image matches the plate number of the vehicle
 - 2. Confirm that the hit is accurate through dispatch, etc.
- f. The proactive entry of data or access to LPR records must be for a legitimate law enforcement purpose by authorized personnel. This applies to data uploaded prior to the deployment of the LPR as well as data which may be uploaded by a member during a tour of duty. Proactive/manual entry of LPR hot list in the field is permitted for:
 - 1. Dispatch reports of crimes, BOLOs, alerts in which a license plate number is part of the broadcast
 - 2. When directed or authorized by (*specify: dispatch, Sergeant, CID, etc. _____*) and which must be for a legitimate law enforcement purpose.
 - 3. members should query their LPR to ascertain if there is a prior read of the license plate which is the subject of the particular alert, bulletin or alarm.
- g. Proactive/manual entry of LPR hot list in the field is required for AMBER Alert or Missing Child or College Student Alert bulletins. Additionally, members must query their LPR to ascertain if there is a prior read of the license plate which is the subject of the alert.
- h. Members will make an entry in the LPR Daily User Log whenever the LPR is used.
 - 1. Upon completion (*or when the log is filled _____*), the LPR Daily User Log will be forwarded to the (*specify person/position _____*).
 - 2. The (*specify person/position*) will ensure that entries are complete.
 - 3. If the LPR Daily User Log has an arrest or associated hit, it will be retained in the case folder.
 - 4. The LPR Daily User Log will be retained until all arrests have reached a final disposition.

VIII. INVESTIGATIVE PROTOCOLS

- a. Access to stored LPR data shall be limited to (*specify positions authorized*_____).
- b. Members conducting LPR data inquiries must have been granted access by (*specify person/position*_____).
- c. Requests to review stored LPR data shall be recorded and maintained in the same manner as criminal history logs.
- d. All inquiries of LPR data will be recorded by the member making the inquiry in the LPR Data Query Log.
- e. LPR Data Query Logs will be retained until all matters have reached a final disposition.

IX. LPR MAINTENANCE

- a. At the beginning of each tour of duty, members should verify the aim of the LPR camera(s) to ensure they are reading the correct lanes of traffic.
- b. Camera lenses may be cleaned with glass cleaner sprayed on a soft cloth.
- c. Any damage shall be reported immediately to the (*specify LPR Administrator*_____).
- d. Technical questions concerning the LPR shall be directed to the (*specify LPR Administrator*_____)

Authorized by: _____ Chief/Sheriff

Date: _____