The power of the MPH-900® ensures safer streets, a safer nation, and safer officers. Nine hundred thirty agencies across all fifty U.S. states are applying the MPH-900® to a variety of missions including:

- Recovery of stolen vehicles
- Assistance with AMBER Alerts and missions related to missing and exploited children
- Safe school initiatives such as perimeter security and school bus safety
- Development and maintenance of Sexual Predators Hot Lists
- Drug interdiction
- Highway safety
- Homeland Security initiatives
- Gang and racketeering interdiction
- Collection of delinquent taxes, fines, and fees

The MPH-900® is the most advanced Automatic License Plate Reader available. With superior algorithm technology, no other system comes close to its ease of deployment, capabilities, and accuracy.
Automatic License Plate Recognition cameras are attached magnetically to the body of the patrol car.

1. Officers on highways, using cameras to scan plates of passing cars.
   - Cameras can read plates from fast-moving vehicles.
   - Locations and times of captured plates are stored.

2. An infrared camera captures images of the plate.

3. A computer reads the plate characters and compares them with crime databases.

![Image of camera and plate]

**Database**
- California 000-01T8
- Y01-N010
- 000-01T8
- P93-F6L4
- 400-591T

Officers are alerted of a match.

**The MPH-900® Performance**
- Captures up to 1,800 reads per minute, day or night
- Processes parked and moving vehicles across 4 lanes of traffic
- Captures plates at up to 140 mph (225 kph) closing speeds and passing speeds
- Recognizes plates from all 50 states, Canada, and Mexico and reads Arabic characters
- Finds suspect vehicles within milliseconds of passing them
- Alerts officers immediately if a vehicle is suspect, indicating the nature of the offense
- Captures criminal intelligence data including date and time stamps, GPS coordinates and photo of the license plate
- Enhances effectiveness of Amber Alerts
- Secures sensitive areas with Geofencing

![Image of MPH-900® ALPR System]

The MPH-900® is the most accurate mobile Automatic License Plate Reader available. Digital cameras mounted to the exterior of the patrol car read plates from a stationary location or at highway speeds, cross referencing them against a hotlist housed on the in-car computer. The system can read up to 1,800 plates per minute, identifying a suspect vehicle when a plate number it has read matches one on the hotlist. At that point, the MPH-900® instantaneously delivers audible and visual alarms, which indicate the nature of the offense, allowing the officer to prepare for safe interdiction. The MPH-900® can read plates day or night, in any weather. Data collected by the MPH-900® (image of the license plate/car, GPS coordinates, and date and time stamps) can be transferred to a storage server for future analysis to aid investigations.

For pricing and more information, contact us at 1 (877) 7ELSAG, info@elsag.com, www.elsag.com or 7 Sutton Plaza, Brewster, NY 10509.
The MPH-900® Automatic License Plate Reader utilizes digital cameras to capture license plate images. Compared to the analog cameras used by other ALPR systems, images taken by the MPH-900®'s digital cameras capture nearly twice the physical area—the sweet spot—and that means more information for law enforcement. While images taken with analog cameras show little more than the license plate, MPH-900® cameras show the plate, a significant portion of the car and part of the car's surroundings. This visual information can greatly aid investigations.
Your agency's LPR units collect vast amounts of data that help resolve issues in real time, as well as provide critical intelligence to aid investigations. The ELSAG Operations Center™ is the brain that manages all of these intelligence assets. It runs automatically without user intervention.

Features of the ELSAG Operations Center™

- Communicates with all cars, cameras, and tactical operations desks in your domain.
- Collects, analyzes, and manages data automatically, dramatically reducing clerical tasks.
- Performs intelligence analysis for ALPR based activities in your domain.
- Monitors the "state of health" of all units ensuring that each is current with up-to-date information.
- Allows you to close more cases faster with at-your-fingertips data and intelligence.
- Prevents loss or corruption of data.
The ELSAG Operations Center’s intuitive interface requires little training. Easy to use screens provide a simple way to perform analysis.

Point-and-click makes searching easy.

- Simply place the cursor over the area that you want to search and click.

Thumbnail photos allow quick determination of vehicle of interest.

- Positioning the mouse over the thumbnail picture instantly creates a larger picture.

Integrated mapping shows vehicle position.

- Clicking on the map icon displays the location of the read on a map.

Instantly map all of the plates that you searched for.

- Clicking on “Show all on map” displays all of your searches on a map—to help you determine if these vehicles were in the area under investigation.
HOW THE MPH-900® WORKS

The MPH-900® Camera Range And Performance

- The Electro-Optical Raster-M PHS camera array automatically recognizes moving targets.
- White color or high contrast plates.
- Only plates on the plates.
- Automatic detection and tracking of captured plates.
- Includes multiple algorithms for improved accuracy.
- Configured for various levels of different color cameras.
- Options included to improve performance.
- Can be used with data from different sources of information.

The MPH-900® In Action

Automatic License plate recognition cameras are attached magnetically to the body of the patrol car.

1. Officers on highways, using cameras to scan plates of passing cars.
   - Cameras can read plates from fast-moving vehicles.
   - Locations and times of captured plates are stored.

   Camera can also scan in parking lots.

2. An infrared camera captures images of the plate.

3. A computer reads the plate characters and compares them with crime databases.

Your Mission... Is Our Mission

ELSAG North America, a Finmeccanica company
Global Leaders In Public Safety Technology
866.9.MPH.300  elsaag.com

- 1527 -
GET THE MOST ADVANCED AUTOMATIC LICENSE PLATE READER TECHNOLOGY AVAILABLE

ELSAG North America launched its Automatic License Plate Reader, the Mobile Plate Hunter 900° (MPH-900°), in the U.S. five years ago. It is already deployed at over five hundred agencies across the country. The dependable and accurate information provided by the MPH-900, in addition to ELSAG's 24/7 commitment to customer support, has made it the preferred LPR technology in America.

No other system comes close to its ease of deployment, capabilities, and accuracy.
Pick Ticket

Sales Order Number: 100000781
Order Date: 01/12/2009
Page: 1

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Processor
PB10015

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Right 1000012

Page: 1

1.0000 Each

2500020

2500021
# INVOICE

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**Invoice Date:**  Apr 30, 2009  
**Page:**  1  
**Duplicate**

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<tr>
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<td></td>
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<th>Donnie Williams Wilmington PD</th>
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<tr>
<td>320 Chestnut St., 2nd Fl.</td>
<td>Wilmington, NC 28401</td>
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**Subtotal:** 24,700.00  
**Sales Tax:** 0.00  
**Total Invoice Amount:** 24,700.00  
**Payment/Credit Applied:** 25,799.4  
**TAX PAID Directly to:** NCDOR
**RECEIVING REPORT**

**SHIP TO:** POLICE DEPARTMENT

**RECEIPT NO.:** 229695 **P.O. NO.:** 093365 **DATE:** 5/07/09

**VENDOR:** ELSAG NORTH AMERICA LAW ENFORC **VENDOR NO.:** 9905084

**CONFIRM BY:** GREG LEIMONE **CONFIRM TO:** BARBARA JACKSON

**DELIVER BY:** 

**SHIP VIA:** F.O.B. 12/01/08

**FREIGHT CONTRACT NO.:** 0900002756 **REQ. NO.:** 0900002756 **REQ. DATE:** 11/05/08

**LINE QTY RCVD BIN LOCATION UOM ITEM NO. AND DESCRIPTION UNIT COST**

| 1 | 1.00 | EA | 608 999 | POLICE EQUIPMENT AND SUPP MISC MOBILE LICENSE PLATE RECOGNITION SYSTEM |

**TAX PAID Directly to WC DON**

**RECEIVED:**

**MAY 08, 2009**

**FINANCE**

**RECEIVED BY:** DON ST. ONGE **RECEIVED DATE:** 5/07/09

-1531-
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**TOTAL** $24,700.00

**VOID**

**AUTHORIZED SIGNATURE**

**COPY 0001**

This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

**VOID**

**AUTHORIZED SIGNATURE**

**COPY 0001**

**VOID**

**AUTHORIZED SIGNATURE**
January 7, 2009

Mr. Greg Leimone  
ELSA North America  
205-H Creek Ridge Road  
Greensboro, NC 27406

RE: Automatic License Plate Reader System  
Contract No. 92-1208

Dear Mr. Leimone,

Enclosed is the executed contract for the above referenced project.

This contract, having been completely executed, is your authority to begin work in accordance with the agreement.

We appreciate your cooperation in executing this contract.

Sincerely,

Barbara H. Jackson, Buyer  
Purchasing Division

BHJ/jcv

Enclosure

cc: Malcolm Phelps, Grants Manager WPD
Ordinance

Introduced By: Sterling B. Cheatham, City Manager

Date: 10/07/2008

Ordinance Making Supplemental Appropriation To The Special Revenue Fund For A US Department Of Justice, Justice Assistance Grant

LEGISLATIVE INTENT/PURPOSE:

The City of Wilmington Police Department has been awarded a grant from the US Department of Justice, Justice Assistance Grant (JAG) Program. The funding will provide an automatic license plate recognition system. The equipment will be used by the Special Operations Division of the police department and will aid in the location of stolen and wanted vehicles.

A local match is not required.

The grant is an entitlement award that is shared with the New Hanover County sheriff's Department under an agreement previously approved by City Council.

THEREFORE, BE IT ORDAINED:

THAT, the following appropriation is hereby made to the Special Revenue Fund and that the following revenue is available to meet this appropriation:

<table>
<thead>
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<th>Appropriation</th>
<th>Revenue</th>
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<td>Justice Assistance Grant $44,783</td>
<td>U S Department of Justice $44,783</td>
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Bill Saffo, Mayor

Adopted at a __________ meeting
on ________________.

ATTEST:

APPROVED AS TO

- 1534 -
Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

August 27, 2008

Mr. Sterling Cheatham
City of Wilmington
115 Red Cross Street
P.O. Box 1810
Wilmington, NC 28402-1810

Dear Mr. Cheatham:

On behalf of Attorney General Michael B. Mukasey, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 08 Edward Byrne Memorial Justice Assistance (JAG) Grant Program: Local Solicitation in the amount of $44,783 for City of Wilmington.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Samuel Beamon, Program Manager at (202) 353-8592; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ofco@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Domingo S. Herraiz
Director, Bureau of Justice Assistance

Enclosures
10/07/2008

City Council
City Hall
Wilmington, North Carolina 28401

Dear Mayor and Councilmembers:

Attached for your consideration is an Ordinance making a supplemental appropriation to the Special Revenue Fund. The City of Wilmington Police Department has been awarded a grant from the US Department of Justice, Justice Assistance Grant (JAG) Program. The funding will provide an automatic license plate recognition system. The equipment will be utilized by the Special Operations Division of the police department.

A local match is not required with this grant program.

This is a joint award with the New Hanover County Sheriff's Department with the City being the applicant agency.

Passage of the attached Ordinance is recommended.

Respectfully submitted,

Sterling B. Cheatham
City Manager
I. Purpose: The purpose of this directive is to establish procedures for the routine maintenance of records.

II. Policy: It is the policy of this Department to maintain, purge and destroy records and documentation according to the Municipal Records Retention and Disposition Schedule published by the North Carolina Department of Cultural Resources, Division of Archives and History and adopted by the Wilmington City Council.

III. Procedures

Public Records
A. A public record or public records shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions.

B. Electronic mail (e-mail) which contains information of value concerning, or evidence of, the administration, management, operations, activities, and business of an office is public record (North Carolina General Statute 121-8 and 132-1).

Procedure for Retention and Destruction
A. Public Records are defined by North Carolina General Statute 132.1. Not all public records are open to the public.

B. On a schedule published by the Division of Archives and History of the North Carolina Department of Cultural Resources, and adopted by the Wilmington City Council, the Commander of the Support Services Division will maintain or purge/destroy those public records as enumerated in the Municipal Records Retention and Disposition Schedule. (hereafter referred as "the Schedule")

C. Authorized procedures of purging and destroying public records are set out in the Schedule.

D. In the event that a legal requirement, statute, local ordinance, or federal program requires that a record be kept longer than specified in this Schedule, that longer retention period shall be applied. All questions concerning the legal requirements for retaining a record should be referred to the City Attorney’s office.

E. Records, papers and documentation are to be destroyed in a manner described in the Schedule.
custodian of records shall notify any other record-holding agencies, when a decision is made not to file a petition, the court does not find probable cause, or the court does not adjudicate the juvenile delinquent.

Upon the receipt of a court order of Expunction of Records, the Records Division will destroy in the approved manner all records pertaining to the person's arrests, complaints, referrals, petitions and orders as provided in G.S. 7B-2102.

D. Annual Evaluation
Each juvenile program should be evaluated on an annual basis. The evaluation should be used to evaluate the usefulness and effectiveness of the program.

Personnel, Training, and Other Records
A. Internal Affairs Records: Internal Affairs Records are maintained in the Professional Standards Office within a secure filing room. Furthermore, electronic components of those records are maintained within the IAPro Database.
B. Employment History Records: These records, from original application, career history (including commendations and discipline) are housed in a secure locked safe in the Human Resources Section at the City of Wilmington.
C. Training Records: Training records are kept within a secure office and secure files in the Training Section.
D. Local employee information files, including evaluations, employee contact information, emergency notification forms, etc. are housed in the secured locked office of the Administrative Support Specialist's office.
E. Confidential Informant files are maintained in a secured office within the Wilmington Police Vice/Narcotics Office.
F. Intelligence information is maintained within the secured Intelligence Office.
G. Local administrative records are maintained by each Divisional Administrative Support Specialist, however, most of these records are public records with no need for security.
CITY OF WILMINGTON

CONTRACT

CONTRACT NAME: Automatic License Plate Reader System
CONTRACT NUMBER: 92-1208

SUBMIT BIDS TO: PURCHASING MANAGER
P. O. BOX 1810
320 CHESTNUT STREET,
SECOND FLOOR
WILMINGTON, N. C. 28402

COMPANY NAME: ELSAG North America Law Enforcement Systems

ADDRESS: 205-H Creek Ridge Road
Greensboro, NC 27406

TELEPHONE: (336) 207-3928 FAX: (336) 379-7164

EMAIL ADDRESS: greg.leimone@elsagna.com
GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this bid invitation to obtain proposals for supplying the materials, supplies and/or equipment listed on the Proposal Sheet. You are requested to submit your bid on the enclosed Proposal Sheet and return the entire package to the Purchasing Manager, City of Wilmington, Post Office Box 1810, Wilmington, North Carolina 28402 no later than the time specified in the bid advertisement.

Marking of Bid Envelopes

Bids must be contained in a sealed envelope, plainly marked, showing the bid name, bid number, date, time for opening bids and the bidder's name.

Late Bids Not Considered

Bids received after the stipulated bid opening date and time will not be considered.

Compliance With Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal equipment. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the equipment offered is exactly as specified. The City of Wilmington reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the City from a standpoint of quality, price and service to be rendered.

Standard Equipment

To protect the interest of the City, the bidder guarantees that the equipment bid is standard equipment with parts regularly used for the equipment offered. There must be no parts or attachments substituted or applied contrary to the manufacturer's recommendations and standards unless expressly called for in the specifications.

Warranty

In submitting a bid, the bidder warrants that all goods furnished shall be free from all defects and shall conform in all respects to the Technical Specifications established herein. Unless otherwise specified all items shall be guaranteed for a minimum of one (1) year against defects in material and workmanship. At any time during that period, if a defect should occur in any item, that item shall be repaired or replaced by the seller at no obligation to the buyer except where it can be shown that the defect was caused by misuse. The bidder expressly warrants that all items bid are fit and sufficient for their intended purpose. If the specifications contain a statement of the particular purpose for which the goods will be used, the goods offered by Bidder shall be fit for this purpose.
Shipping

All prices are to be quoted F.O.B. delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the buyer.

Unit Prices to Prevail

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

Bid Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the time specified for the bid opening upon written or personal request of the bidder. No bid may be withdrawn for a period of thirty (30) days after the scheduled bid opening time and date. Negligence on the part of the bidder shall not constitute a right to withdraw the bid subsequent to such bid opening.

Use of Brand Names And References

Unless otherwise stated, the use of manufacturer's names and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish otherwise it is fully understood that they shall furnish all items as stated.

Alternate Bids

Bids submitted as alternate which do not meet or exceed the minimum specifications shall be rejected except that minor deviations may be acceptable. The City shall be the sole judge of what is considered a minor deviation.

Time For Delivery

The time for delivery must be stated in calendar days on the Proposal Sheet and may be a factor in making awards, price notwithstanding.

Point of Delivery

The point of delivery shall be specified on the Purchase Order.

Rejection of Bids

The City reserves the right to reject any and all bids.
Award

Award shall be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract. Time of delivery and prompt payment discounts will be considered in breaking tie bids.

Brochures And Literature

Your proposal must be accompanied by descriptive literature marked indicating the exact item(s) bid upon. The term "as specified" will not be acceptable.

Addendums

The City of Wilmington shall not be responsible for any oral instructions made by its employees or officers of the City in regards to the bidding instructions, drawings, specifications or contract documents. Any changes to the specifications will be in the form of an Addendum which will be mailed to all bidders who are listed with the Purchasing Division as having received the invitation or any other bidder who requests an Addendum.

Responsibility of Compliance With Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the City of Wilmington in full for all equipment delivered 30 days after complete delivery and receipt of a correct invoice.

Any company submitting a "No Bid" in response to a bid invitation should clearly mark the outside of the envelope.

Terms and Conditions attached to the bid by the bidder and made a condition of purchase may render the bid non-responsive and may be rejected by the City of Wilmington.

Terms and Conditions included herein are an integral part of the bid document and shall prevail unless changes or attachments are agreed to and initialed by the City of Wilmington prior to the bid opening.

Introduction in Use of Goods; Demonstration

A demonstration may be required of the goods bid upon. The demonstration
shall be at no cost to the City. If the bidder cannot make a demonstration within twenty days of the request, his or her bid may be rejected. Performance of the equipment at the demonstration must be made with the exact equipment offered in the bid and may be completed at the same time as competitive demonstrations.

**Training/Safety**

When requested or required, a factory trained representative shall be present at the time of delivery to train City Personnel in the use of and/or safety aspects of the equipment or chemical. The factory representative shall effectively train the City Personnel in all aspects including assembly, disassembly, operating procedures, safety and any other training necessary for its safe and effective use. Items received without sufficient training when requested will be set aside and payment withheld until sufficient training can be completed.
Opportunity:

The City of Wilmington intends to initiate a long-range plan to purchase and deploy an Automated License Plate Recognition System (ALPR). The Wilmington Police Department plans to implement this system incrementally, beginning with the initial purchase and deployment of one complete system. The ALPR system will serve as another tool to increase the effectiveness and productivity of the department by allowing continuous scanning and interpretation of license plates scanned by a patrol vehicle equipped with the ALPR system, with the intended goal of recovering and reducing stolen vehicles.

The ALPR system gives the patrol officers quick and almost effortless access to vital information about the vehicles around them without requiring the officers to manually type in a plate number and request a database search for each number, which is time-consuming and prone to errors. This increases the overall security of the patrol officers as well as the general driving public, while making the public roadways an increasingly difficult medium for criminal activity.

Overview

The ALPR system, without any direct action by an officer, must scan and interpret license plates and automatically compare the deciphered plates against various databases containing "vehicles of interest". The system should be capable of both scanning databases statically loaded directly into the on-board ALPR unit as well as databases that may be dynamically loaded via wireless or other type of broadcast communication to reflect ongoing or current activities or "vehicles of interest" that may be available to the Wilmington Police Department in the future. The ALPR system must also be capable of storing all scanned information in an internal database for both current and future analysis and/or action.

When the system detects a match or 'hit' with any of these databases, the system must be able to automatically alert the officer via the patrol vehicle's existing Mobile Computer Terminal (MCT). The MCT's are connected to the department's internal network via Verizon Wireless services, and are already communicating with internal
city network resources, as required. The City uses the “Netmotion Wireless Mobility” suite of wireless middleware products.

The following outlines the minimum technical specifications and functionality required by the department. Vendors will identify, for each specific requirement below their ability to address the requirement.

1. The proposed system continuously and automatically scans, captures, interprets, displays, and stores images of license plates within range of the equipped patrol vehicle without any action of the patrol officer. This means that the system operates in the background when the operator is dealing with any ‘alarm’ or other function of the system.

2. The proposed system simultaneously processes images from multiple sets of cameras if the patrol vehicle is so equipped.

3. The proposed system reads, interprets, and processes license plates from at least four cameras simultaneously.

4. The proposed system processes images and captures license plates from any four camera combination of color (visible spectrum) and infrared cameras. It is envisaged that a combination of camera types, typically two of each, will be required to capture plates that are not visible to infrared cameras due to oxidation, license plate covers or criminal counter-measures.

5. The proposed system processes or ‘matches’ the captured license plate numbers against several target databases containing the license plate numbers of ‘vehicles of interest’ (i.e. stolen, wanted, amber alerts, terrorist, suspicious, general broadcast, sex offender, etc).

6. The proposed system includes ALPR client application software that will run on the Wilmington Police Department’s existing MCT’s, configured as described elsewhere in this RFP.

7. The proposed ALPR client application runs successfully and with full functionality within the Microsoft Windows 2000 and Windows XP Professional operating systems.

8. The proposed ALPR client application provides normal operation at any standard 4:3 aspect ratio display resolution within Microsoft Windows, including, but not limited to, 800 x 600, 1,024 x 768, 1,152 x 864, and 1,280 x 1,024 pixels, automatically adjusting and resizing itself so that it is fully functional at all resolution(s).

9. The proposed ALPR client application does NOT require a “hardlock” or “dongle” in order to be accessed or run on the patrol vehicle’s MCT.
10. The proposed ALPR client application is flexible in its configuration and able to communicate with the ALPR system and the patrol vehicle’s MTC via built-in windows networking and 10/100 Ethernet connectivity.

11. The proposed system interprets “special” characters found on North Carolina license plates such as the symbols for a heart, a human hand, etc., and successfully compares such license plates with the format of the North Carolina State Bureau of Investigation’s “SVS license table” that is downloaded from their website.

12. The proposed ALPR client application both audibly and visually signals the operator when a particular type of match or ‘hit’ occurs via interface with the current MCT in the patrol vehicle.

13. In addition to providing audible and visual alerting, the proposed ALPR client application running on the patrol vehicle’s MCT, when a “hit” (match) occurs, performs a “force to front” windows operation, so that the ALPR client application is brought up on-screen, in front of any other MCT application that may have been in use at the time of the “hit”.

14. The proposed system captures, interprets, displays, and stores both infrared and color (visible spectrum) images of license plates within range of the ALPR-equipped patrol vehicle. The color option is considered high priority since this will provide the ability to ‘recognize’ plates that either are not reflective to infrared light or may have lost their reflectivity through oxidation, license plate covers, dirt, or due to deliberate anti-enforcement methods.

15. The proposed system captures, interprets, displays, and stores color overviews of the entire target vehicle including the plate.

16. The system shall interpret and report only one license per scanned plate. Systems that provide multiple responses for each read are not acceptable.

17. The proposed system provides GPS capabilities so that geographical positioning data is available to be processed, read, and stored related to the license plate images. This would enable such capabilities as identifying suspicious ‘vehicles of interest’ in the vicinity of schools, crime scenes, etc.

18. The proposed system provides all capabilities via on-board hardware and software completely contained within the patrol unit and does not rely on remote communications. (While additional requirements may involve remote communications, it is a requirement that the entire base ALPR functionality be available when other communications are unavailable.

19. The proposed system processes and matches license plates against target databases containing “vehicles of interest” via wireless or radio communications where available. This ability to process or upload additional ‘remote’ databases not stored on the on-board unit, while obviously slower than matching against on-board databases, will enable the system to process against ‘new’ or more
'current' databases that are not loaded into the on-board units, such as daily updates due to amber alerts, terrorist alerts, general broadcast, newly stolen, or other critical or spontaneous 'vehicles of interest'.

20. The proposed system is capable of remotely notifying parties, other than patrol vehicle operator, when 'matches', 'hits' or 'alerts' occur via wireless or radio communications where available, and if desired by the agency using the system.

21. The proposed system captures and stores the following data for all license plates scanned: vehicle license plate image (infrared), interpreted license plate number, color license plate image, color overview of the identified vehicle, date stamp, time stamp, GPS location of vehicle, type of offense or database (if a match or 'hit' occurs against one of the target databases containing 'vehicles of interest').

22. The proposed system provides multiple layers of security and configuration so that certain matches (i.e. certain covert operations databases) may alert only those officers with appropriate privileges.

23. The proposed system loads, from external sources, and stores multiple databases containing license plates of 'vehicles of interest'. This loading process shall be accomplished within a reasonably short period of time since some of the databases may be loaded daily into the system before the patrol car is deployed.

24. The proposed system retrieves new/updated license plate "target" files automatically on an agency-defined schedule, via the MCT's wireless network connection, and without operator intervention.

25. The proposed system, after having retrieved new/updated "target" license plate files/databases, renders them operational while the ALPR system is in operation, transparently to the operator, and makes the new/updated files active automatically.

26. The proposed system collects and stores the required images and data elements and arranges this data in an organized fashion that reflects the patrol vehicle number, officer ID, and date/time range of collection.

27. The proposed system offloads the collected data via wireless network connection, if desired by the user agency, and places them in an agency-definable location on the department's internal network.

28. The proposed system captures, interprets, displays, and stores the required images and associated data elements for license plates of all vehicles within range of the ALPR-equipped patrol vehicles whether the vehicles are moving or stationary.

29. The proposed system captures, interprets, displays, and stores the required images and data elements from license plates on vehicles traveling in both directions with respect to the patrol vehicle, (towards or away) assuming that the patrol vehicle equipped with the appropriate camera configuration.
30. The proposed ALPR client application provides a user-friendly graphical user interface (GUI) that is displayed on the MCT display in the patrol vehicle. This interface shall be highly configurable and should be capable of automatically displaying pertinent data including at least the following information for a scanned and/or ‘match’ or ‘hit’ against one of the target or ‘vehicles of interest’ databases: (1) an infrared and/or color image of the plate, (2) any color overview image of the associated vehicle, and (3) the type of offense triggering the ‘hit’ or alarm (4) GPS location of the scanned plate (5) time stamp (6) date stamp.

31. The proposed system provides an interface to the existing patrol vehicle MCT so that the MCT display is used as the display unit for the ALPR system.

32. The proposed system provides for manual searches against recorded data, including the ability to search for partial plates.

33. The proposed system includes all required hardware, software, and mounting equipment required to fully equip the patrol vehicle according to these requirements.

34. The proposed system shall include availability to purchase a maintenance agreement on all hardware, software, and software upgrades.

35. The proposed system separately captures, interprets, processes, displays, and stores images from both left and right sides of the patrol vehicle simultaneously.

36. The proposed system is ‘ruggedized’ according to generally accepted standards for electronic equipment used in police patrol cars (i.e. able to operate in temperatures of up to 160 degrees Fahrenheit and in ‘bumpy’ and rough chase scenarios without loss of data or functionality.

37. The proposed system is designed for vehicular 12 Volt electrical systems, and is properly shielded against radio frequency interference (RFI) and vehicle electrical system “noise”.

38. The proposed system is designed and installed so that it is immune from the temporary drop in DC power when the system is in operation and the vehicle is started, and will not reboot itself, or lose its connection with the patrol vehicle MCT. Any minimum input voltage required to prevent system re-boot, etc., must be clearly noted.

39. The proposed system shall provide capability to interface, download, upload, and communicate with existing Wilmington Police Department’s MCT’s that are currently configured with Windows XP operating system.

40. The proposed ALPR client application provides an interface to the existing MCT client application so that, when a ‘hit’ or ‘alarm’ is triggered against one of the target or ‘vehicles of interest’ databases, the MCT client application is remotely called by the ALPR application and provided the license plate in question, so that it’s license plate query mask can be pre-filled for the officer and (if desired) sent with a single keystroke, without having to key in the license number manually.
41. The cameras shall be mounted on a magnetic pad, so there is no need to make holes in the vehicle. Power cord can be plugged into cigarette lighter sockets.

42. All hardware and software provided by the vendor must be covered under a one-year parts and labor warranty at no additional cost to the customer.

43. The vendor must furnish, if required, extended warranty/maintenance costs for both hardware and software for up to three (3) years from the date of system installation.

44. After issuance of a Purchase Order, all hardware and software must be delivered to the customer site within four (4) weeks.

45. The successful vendor must provide on-site system training for the system users and the system administrator/s as required by the customer. Furthermore, the successful vendor must offer system training at their corporate office if the customer so requires.

46. All system documentation must be available in electronic format.
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

CONTRACT NO: 92-1208

CONTRACT FOR SUPPLIES OR EQUIPMENT

THIS CONTRACT, made and entered into this the 16th day of December, 2008, by and
between the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation
organized under the laws of the State of North Carolina (hereinafter called "CITY"), and ELSAG
NORTH AMERICA LAW ENFORCEMENT SYSTEMS, a Limited Liability Company
organized under the laws of the State of Delaware having its principal place of office in Brewster,
New York a resident of Putnam County, New York (hereinafter called "CONTRACTOR").

WITNESSETH:

1. Purpose of Contract

The CITY hereby agrees to purchase the items listed below from the
CONTRACTOR, and CONTRACTOR agrees to provide the items so listed to CITY in
accordance with the provisions of this contract. If bids for the purchase of the items
covered by this contract were solicited by public advertisement, CONTRACTOR'S
proposal, together with the general specifications, technical specifications and proposal
sheet outlined in the bid invitation advertised December 3, 2008, and all other portions of
the bid invitation so dated are considered part of this contract and are incorporated into this
contract.

2. Scope of Services

CONTRACTOR shall supply CITY with the following items, and in the following
amounts or quantities:

One (1) ALPR System Model MPH900X3, Manufacturer ELSAG North
America Law Enforcement Systems

It is specifically understood and agreed that the CONTRACTOR agrees
unconditionally to furnish all of the items referred to above during the stated period or to
arrange for the delivery of the items from other suppliers to the CITY in accordance with
the prices, terms and conditions of this contract.

3. Delivery

CONTRACTOR agrees to deliver to the specified point of delivery the items in the
quantities set forth in Paragraph 2 on or before 3 days ARO. CONTRACTOR

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acknowledges that the failure to deliver the items as specified shall give the CITY the right to terminate this contract.

4. **Price and Payment**

   The CITY agrees to pay for those items provided by CONTRACTOR as set forth in Paragraph 2 of this contract that are received, approved and accepted by CITY at the following prices:

   One (1) ALPR System $24,700.00

   Payments shall be made by CITY to CONTRACTOR within 30 days upon receipt of invoice from CONTRACTOR, subject to any rights of CITY as herein established.

5. **Default Provisions**

   (a) The CITY may, subject to the provisions of Paragraph (c) below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:

      (i) If the CONTRACTOR fails to make delivery of the supplies or equipment or to perform the services within the time specified herein or any extension granted by CITY thereof; or

      (ii) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with the terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such other period as the Purchasing Manager may authorize in writing) after receipt of notice from the Purchasing Manager specifying such failure.

   (b) In the event the CITY terminates this contract in whole or in part, as provided in Paragraph (a) of this clause, the CITY may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or equipment similar to those so terminated, and the CONTRACTOR shall be liable to the CITY for any excess costs for such similar supplies or equipment; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under provisions of this clause.

   (c) The CONTRACTOR shall not be liable for any excess of costs if acceptable evidence has been submitted to the Purchasing Manager that failure to perform this contract was due to causes beyond the control and without the fault or the negligence of the CONTRACTOR.

6. **Warranties**

   CONTRACTOR warrants that the specifications of the above named and described supplies or equipment are as set forth by CONTRACTOR and that said supplies or equipment will in all ways comply with the minimum requirements contained in the bid invitation, general specifications, technical specifications, and proposal sheet incorporated as part of this contract. CONTRACTOR hereby covenants and warrants that the supplies
or equipment delivered hereunder shall be free from patent and latent defects, which the CITY and its Purchasing Manager are not in any manner bound, by inspection or otherwise, to discover. The intent and meaning of this section is to place upon CONTRACTOR the sole and exclusive responsibility for delivering the supplies or equipment in accordance with the specifications, schedules and approved plans.

7. Disputes

Except as otherwise provided in this contract, any dispute concerning a fact arising under this contract which is not disposed of shall be decided after hearing by the Purchasing Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the Purchasing Manager shall be final and binding.

8. Increases or Reductions of Quantities

The unit prices shall not vary, notwithstanding any increase or reduction in the quantities to be delivered hereunder; and no claims for damages shall be made by or allowed to the CONTRACTOR by reason or such increase or reduction.

9. Inspection

CITY shall receive and shall inventory and inspect the supplies or equipment delivered. CITY shall determine whether the quality of said supplies or equipment is in accordance with the specifications as referenced herein. CITY is authorized to reject supplies or equipment in contravention of this contract and of the said specifications; and CONTRACTOR, at his own cost and expense, shall remove such rejected supplies or equipment upon direction of the CITY.

10. Delivery

The CONTRACTOR shall deliver the supplies or equipment called for as set forth in the contract and within the delivery time specified on the order or written request, which delivery time shall be in accordance with the terms of the bid proposal.

If CONTRACTOR is delayed in delivering any supplies or equipment by any act or omission of the CITY, CONTRACTOR shall be allowed the number of days, or parts thereof, he was so delayed, all of which shall be determined and certified in writing by the Purchasing Manager of CITY, whose certificate shall be binding and conclusive upon CONTRACTOR. No claim for damages or delay shall be made by or allowed to CONTRACTOR for such delays.

When delivery is delayed due to causes beyond the control of CONTRACTOR, CONTRACTOR shall be allowed the number of days, or parts thereof, he was so delayed, provided he promptly notifies the Purchasing Manager of the CITY in writing of the causes for delay. The Purchasing Manager shall ascertain and determine the facts and extent of delay, which determination shall be binding and conclusive upon the CONTRACTOR. Should such delays inconvenience the CITY by creating an emergency and, thus, necessitate the purchase elsewhere of the supplies or equipment involved, the
Purchasing Manager of the CITY shall have the right to effect such purchases in the open market without liability to the CONTRACTOR; and to the extent such purchases are made, the CONTRACTOR will be relieved of the necessity of furnishing such quantities. In the event CITY exercises the right to effect such purchases, CONTRACTOR shall have no claim for damages against the CITY due to CITY'S failure to purchase the delayed materials from CONTRACTOR.

The Purchasing Manager may refuse an extension of time to CONTRACTOR, unless CONTRACTOR makes application therefor to him in writing prior to the delivery due date. Whenever Purchasing Manager, in his discretion, shall extend the delivery time and such extension shall fall beyond the contract period, such contract period shall be deemed to have been automatically extended for the purpose of completing delivery of such items on which request for delivery was made before the original expiration date.

The delivery and acceptance of any supplies after the time fixed to deliver the same shall not be deemed a waiver for the right of the CITY to terminate this contract or to require the delivery of any undelivered supplies in accordance with this contract.

11. **Release and Indemnity**

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

12. **Personnel**

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY

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employment benefits such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

13. **Conflict of Interest**

    No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

14. **Non-Waiver of Rights**

    It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

15. **Assignment of Agreement**

    It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

16. ** Entire Agreement**

    The agreement constitutes the entire understanding of the parties.

17. ** Binding Effect**

    The agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

18. ** Continuing Obligation**

    The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

19. **Reference**

    Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

20. **Interpretation**

    All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

21. **Saving Clause**
If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

22. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

23. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

24. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY’S option, in a termination or suspension of this agreement in whole or in part.
CITY OF WILMINGTON, NORTH CAROLINA

WITNESS:

Daryle Parker, Purchasing Manager

APPROVED AS TO FORM:

Thomas C. Pollard, City Attorney

CITY ACCOUNTANT’S CERTIFICATION

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this the [blank] day of [blank], 2005.

Debra H. Mack, Director of Finance

Project No. N/A
Account No. 021-0000-435-55-50
Amount of Contract $24,700.00
PO# 093365
ELSAG North America Law Enforcement Systems, a Delaware limited liability company

ELSA# NORTH AMERICA LAW ENFORCEMENT SYSTEMS

By: __________
Manager

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, John Richtarik, a Notary Public, for said County and State do hereby certify that Ross Jurvet, Manager of ELSAG NORTH AMERICA, a Delaware limited liability company, personally came before me this day and executed the foregoing instrument.

Witness my hand and official seal, this the 19th day of December, 2008.

Notary Public

My Commission Expires:

12/12/2009

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